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Note: Addenda information is NOT included with the electronic documents available via electronic file transfer. Only bidder or non-bidder package holders listed with the Caltrans Plans and Bid Documents section as described above will receive addenda information.



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN

LOS ANGELES COUNTY IN LOS ANGELES, HOLLYWOOD AND WOODLAND HILLS FROM NORTH JUNCTION ROUTE 5 TO 0.2 km SOUTH OF VALLEY CIRCLE DRIVE OVERCROSSING

	DISTRICT 07, ROUTE 101	
For Use in Connection wi	ith Standard Specifications Dated JULY 1999, Standard Plans Dated JU Surcharge and Equipment Rental Rates.	JLY 1999, and Labor

CONTRACT NO. 07-201104 07-LA-101-S0.0/43.8

Federal Aid Project ACNH-P101(953)E

Bids Open: September 21, 2000 Dated: July 31, 2000

IMPORTANT SPECIAL NOTICES

- The bidder's attention is directed to Section 5, containing specifications for "Disputes Review Board," of the Special Provisions, regarding establishing a Disputes Review Board (DRB) for the project.
- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).
 - Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:
 - Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.
 - Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.
 - Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.
 - Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.
 - Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.
 - Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.
 - Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

SURETY 2000

Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically.

Surety 2000 is an Internet-based surety verification and security system, developed in conjunction with the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263.

Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000.

The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system.

"Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required in the specifications during the pilot study.

The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents.

The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

The specifications for this project require the production of asphalt-rubber binder. The Air Quality Management
District must approve the production and placement of asphalt-rubber binder and rubberized asphalt concrete, in
addition to the Operating Permits required to produce asphalt concrete. Air Quality Management Districts have
stopped production of these products due to failure to obtain necessary approvals.

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STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A20C	Pavement Markers and Traffic Lines, Typical Details
A20D	Pavement Markers and Traffic Lines, Typical Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings - Arrows
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings - Words
A24E	Pavement Markings - Words and Crosswalks
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T10	Traffic Control System for Lane Closure On Freeways and Expressways
T10A	Traffic Control System for Lane and Complete Closures On Freeways and Expressways
T14	Traffic Control System for Ramp Closure
T15	Traffic Control System for Moving Lane Closure On Multilane Highways
T16	Traffic Control System for Moving Lane Closure On Multilane Highways
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-5A	Signal, Lighting and Electrical Systems - Detectors
ES-5B	Signal, Lighting and Electrical Systems - Detectors
ES-5E	Signal, Lighting and Electrical Systems - Detectors
ES-8	Signal, Lighting and Electrical Systems - Pull Box Details
ES-13A	Signal, Lighting and Electrical Systems - Splicing Details

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 07-201104 07-LA-101-S0.0/43.8

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN LOS ANGELES COUNTY IN LOS ANGELES, HOLLYWOOD AND WOODLAND HILLS FROM NORTH JUNCTION ROUTE 5 TO 0.2 km SOUTH OF VALLEY CIRCLE DRIVE OVERCROSSING

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on September 21, 2000, at which time they will be publicly opened and read in Room C - 1116 at the same address.

Proposal forms for this work are included in a separate book entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN LOS ANGELES COUNTY IN LOS ANGELES, HOLLYWOOD AND WOODLAND HILLS FROM NORTH JUNCTION ROUTE 5 TO 0.2 km SOUTH OF VALLEY CIRCLE DRIVE OVERCROSSING

General work description: Rehabilitate Pavement.

This project has a goal of 10 percent disadvantaged business enterprise (DBE) participation. No prebid meeting is scheduled for this project.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or a Class C-8 or a Class C-12 license.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are not available.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated July 31, 2000

EMA

COPY OF ENGINEER'S ESTIMATE (NOT TO BE USED FOR BIDDING PURPOSES)

07-201104

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM
2	070018	TIME-RELATED OVERHEAD	WDAY	240
3 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
4 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
5	018687	REMOVE YELLOW PAINTED TRAFFIC STRIPE	M	40 000
6 (S)	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	M2	496 000
7	260200	AGGREGATE BASE	M3	250
8	280000	LEAN CONCRETE BASE	M3	350
9	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	TONN	32
10	390206	RUBBERIZED ASPHALT CONCRETE (TYPE G)	TONN	96 900
11	401100	REPLACE CONCRETE PAVEMENT	M3	2620
12	416101	PAVEMENT TRANSITION TAPER	M2	3640
13 (S)	420201	GRIND EXISTING CONCRETE PAVEMENT	M2	389 000
14 (S)	840515	THERMOPLASTIC PAVEMENT MARKING	M2	1730
15 (S)	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	146 000
16 (S)	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE	M	5080
17 (S)	840564	200 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 3.66 M - 0.92 M)	M	2870
18 (S)	840570	100 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 10.98 M - 3.66 M)	M	214 000
19 (S)	840571	100 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 5.18 M - 2.14 M)	M	3900
20 (S)	840655	PAINT TRAFFIC STRIPE (1-COAT)	M	128 000

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21 (S)	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	19 100
22 (S)	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	86 700
23 (S)	860810	INDUCTIVE LOOP DETECTOR	EA	790
24 (S)	018688	MODIFY AUTOMATIC VEHICLE CLASSIFICATION STATION	LS	LUMP SUM
25	999990	MOBILIZATION	LS	LUMP SUM

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 07-201104

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Construction Division Chief, 120 S. Spring Street, Room 232, Los Angeles, CA 90012, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
 - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

- The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
- 3. The Department's web site at http://www.dot.ca.gov/hq/bep/index.htm.
- 4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

G. Credit for materials or supplies purchased from DBEs will be as follows:

- 1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- 2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
- 3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

- 1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs.
- 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
- 6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and
 may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 10 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:

Triaxial Management Services, Inc.

- Oakland

1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792

Districts 07 and 08;

in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:

Triaxial Management Services, Inc.

- Los Angeles

2594 Industry Way, Suite 101

Lynwood, CA 90262

Telephone - (310) 537-6677

FAX No. - (310) 637-0128

Districts 08, 11 and 12:

Triaxial Management Services, Inc.

- San Diego

2725 Congress Street,

Suite 1-D

San Diego, CA 92110

Telephone - (619) 543-5109

FAX No. - (619) 543-5108

Districts 01, 02, 03 and 09:

Triaxial Management Services, Inc.

- Sacramento

930 Alhambra Blvd., #205

Sacramento, CA 95816

Telephone - (916) 553-4172

FAX No. - (916) 553-4173

2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime

contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

This work shall be diligently prosecuted to completion before the expiration of **240 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$2,300 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

5-1.015 LABORATORY

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

5-1.02 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

5-1.03 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 0.3-m deep.
 - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - 6. Excavations protected by existing barrier or railing.

- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit)	Work Areas
(Kilometers Per Hour)	
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.05 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.07 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

5-1.075 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise,\" of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

5-1.083 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

http://www.dir.ca.gov/DLSE/Debar.html.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.11 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.12 DISPUTE REVIEW BOARD

To assist in the resolution of disputes or potential claims arising out of the work of this project, a Dispute Review Board, hereinafter referred to as the "DRB," shall be established by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this special provision shall be considered as an essential prerequisite to filing a claim, for arbitration or for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished dispute hearings and reports. After acceptance of the contract, disputes or potential claims that the Contractor wants to pursue that have not been settled, shall be stated or restated, by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications. Following the completion of the State's administrative claims procedure, the Contractor may resort to arbitration in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier claims not actionable against the State as specified in these special provisions. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

The DRB shall serve as an advisory body to assist in the resolution of disputes between the State and the Contractor, hereinafter referred to as the "parties." The DRB shall consider disputes referred to it, and furnish written reports containing findings and recommendations pertaining to those disputes, to the parties to aid in resolution of the differences between them. DRB findings and recommendations are not binding on the parties.

The DRB shall consist of one member selected by the State, one member selected by the Contractor, and a third member selected by the first 2 members and approved by both the State and the Contractor. The third member shall act as DRB Chairperson.

The first 2 DRB members shall select a third DRB member subject to mutual approval of the parties or may mutually concur on a list of potentially acceptable third DRB members and submit the list to the parties for final selection and approval of the third member. The goal in selection of the third member is to complement the professional experience of the first 2 members and to provide leadership for the DRB's activities.

No DRB member shall have prior direct involvement in this contract. No member shall have a financial interest in this contract or the parties thereto, within a period of 6 months prior to award of this contract or during the contract, except as follows:

- A. Compensation for services on this DRB.
- B. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State
- C. Service as a member of other Dispute Review Boards on other contracts.
- D. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.
- E. The above provisions apply to parties having a financial interest in this contract, including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

DRB members shall be especially knowledgeable in the type of construction and contract documents potentially anticipated by the contract. The members shall discharge their responsibilities impartially and as an independent body considering the facts and circumstances related to the matters under consideration, applicable laws and regulations, and the pertinent provisions of the contract.

The State and the Contractor shall select their respective DRB members, in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions, within 45 days of the approval of the contract. Each party shall provide written notification to the other of the name of their selected DRB member along with the prospective member's written disclosure statement.

Before their appointments are final, the first 2 prospective DRB members shall submit complete disclosure statements to both the State and the Contractor. The statement shall include a resume of the prospective member's experience, together with a declaration describing past, present, and anticipated or planned future relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the parties involved in this construction contract, including, but not limited to, relevant subcontractors or suppliers to the parties, the parties' principals or the parties' counsel. The DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the parties to the contract. Either the Contractor or the State may object to the others nominee and that person will not be selected for the DRB. No reason need be given for the first objection. Objections to subsequent nominees must be based on a specific breech or violation of nominee responsibilities under this specification. A different person shall then be nominated within 14 Days. The third DRB member shall supply a full disclosure statement to the first 2 DRB members and to the parties prior to appointment. Either party may reject any of the 3 prospective DRB members who fail to fully comply with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement is included in this special provision.

The first duty of the State and Contractor selected members of the DRB is to select and recommend prospective third member(s) to the parties for final selection and approval. The first 2 DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 14 days of the notification.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 14 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 members are unable to agree upon a recommendation within the 14 day time limit allowed in the preceding paragraph. In the event of an impasse in selection of the third DRB member, the State and the Contractor shall each propose 3 candidates for the third position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract

Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first 2 DRB members shall then select one of the 6 proposed candidates in a blind draw.

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 14 days of the parties' concurrence in the selection of the third member. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute Contract Change Orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of \$1,000 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB board member shall be compensated at an agreed rate of \$600 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$100 per hour. The agreed amount of \$100 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These special provisions and the Dispute Review Board Agreement state provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for its share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses.

Service of a DRB member may be terminated at any time with not less than 14 days notice as follows:

- A. The State may terminate service of the State appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.
- C. Upon the written recommendation of the State and Contractor members for the removal of the third member.
- D. Upon resignation of a member.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 14 days. Changes in either of the DRB members chosen by the two parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

The following procedure shall be used for dispute resolution:

- A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications, including provision of applicable cost documentation; or file written protests or notices pursuant to Section 4-1.03A, "Procedure and Protest," Section 8-1.06, "Time of Completion," Section 8-1.07, "Liquidated Damages," or Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.
- B. The Engineer will respond, in writing, to the Contractor's written protest or notice within 14 days of receipt of the written protest or notice.
- C. Within 14 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
- D. Following the Contractor's objection to the Engineer's decision, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written reply from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved.
- E. The Contractor, by failing to submit the written notice of referral of the matter to the DRB, within 21 days after receipt of the State's written reply, waives future claims on the matter in contention.

- F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 14 days prior to the date the DRB is scheduled to convene the hearing for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB will not consider evidence not furnished in conformance with the terms specified herein.
- G. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB shall complete its reports, including minority opinion, if any, and submit them to the parties within 30 days of the DRB hearing, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, applicable laws and regulations, the pertinent provisions of the Contract and the actual costs and time incurred as shown on the Contractor's cost accounting records.
- H. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received by both parties, the DRB will provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB will consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.
- I. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.
- J. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB.
- K. The State or the Contractor shall not call members who served on the DRB for this contract as witnesses in arbitration proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent arbitration proceedings, except the DRB's final written reports on each issue brought before it.
- L. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.
- M. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

DISPUTES INVOLVING SUBCONTRACTOR CLAIMS

For purposes of this section, a "subcontractor claim" shall include any claim by a subcontractor (including also any pass through claims by a lower tier subcontractor or supplier) against the Contractor that is actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor claim, the dispute shall be processed and resolved in conformance with these special provisions and in conformance with the following:

- A. The Contractor shall identify clearly in submissions pursuant to this section, that portion of the dispute that involves a subcontractor claim or claims.
- B. The Contractor shall include, as part of its submission pursuant to Step 4 above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor claim. The Contractor shall submit a certification that the subcontractor claim is acknowledged and forwarded by the Contractor. The form for these certifications are available from the Engineer.
- C. At any DRB meeting on a dispute that includes one or more subcontractor claims, the Contractor shall require that each subcontractor that is involved in the dispute have present an authorized representative with actual knowledge of

- the facts underlying the subcontractor claim to assist in presenting the subcontractor claim and to answer questions raised by the DRB members or the Department's representatives.
- D. Failure by the Contractor to declare a subcontractor claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through claims) at the time of submission of the Contractor's claims, as provided hereunder, shall constitute a release of the Department by the Contractor on account of such subcontractor claim.
- E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the Dispute Review Board resolution specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor claims; (c) agree that, to the extent a subcontractor claim is involved, completion of all steps required under these Dispute Review Board special provisions shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

Notwithstanding the foregoing, this Dispute Review Board special provision shall not apply to, and the DRB shall not have the authority to consider, subcontractor claims between the subcontractor(s) or supplier(s) and the Contractor that is not actionable by the Contractor against the Department.

A copy of the "Dispute Review Board Agreement" to be executed by the Contractor, State and the 3 DRB members after approval of the contract follows:

Form 6202 Rev (01-05-98)

DISPUTE REVIEW BOARD AGREEMENT

(Contract Identification)	
Contract No	_
	RD AGREEMENT, hereinafter called "AGREEMENT", made and entered into
Department of Transportation an	d the Director of Transportation, hereinafter called the "STATE," hereinafter called the "CONTRACTOR," and the Dispute
Review Board, hereinafter called the "D	RB" consisting of the following members:
(Control to Armainta)	······································
(Contractor Appointee)	
(State Appointee)	······································
and	
(Third Person)	
WITNESSETH, that	

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRB members hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

SECTION II SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

A. OBJECTIVE

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute which is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

B. PROCEDURES

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on the pertinent contract provisions, and the facts and circumstances involved in the dispute. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute hearings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 6 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

- 1. Meeting opened by the DRB Chairperson.
- 2. Remarks by the STATE's representative.
- A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
- 4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
- 5. An outline by the STATE's representative of the status of the work as the STATE views it.
- A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
- A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and claims.

The STATE's representative will prepare minutes of all regular meetings and circulate them for revision and approval by all concerned.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

D. DRB CONSIDERATION AND HANDLING OF DISPUTES

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The DRB shall determine the time and location of DRB hearings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. If the matter is not urgent, it may be scheduled for the time of the next scheduled DRB visit to the project. For an urgent matter, and upon the request of either party, the DRB shall meet at its earliest convenience.

Normally, hearings shall be conducted at or near the project site. However, any location which would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory.

Both parties shall be given the opportunity to present their evidence at these hearings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, and the facts and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the hearing begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB hearings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute hearings and all other DRB activities. The parties shall have a representative at all hearings. Failure to attend a duly noticed meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members may ask questions, seek clarification, or request further data from either of the parties. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. Claims shall not necessarily be computed by merely subtracting bid price from the total cost of the affected work. However, if claims are based on the "total cost method," then, to be considered by the DRB, they shall be supported by evidence furnished by the CONTRACTOR that (1) the nature of the dispute(s) makes it impossible or impracticable to determine costs with a reasonable degree of accuracy, (2) the CONTRACTOR's bid estimate was realistic, (3) the CONTRACTOR's actual costs were reasonable, and (4) the CONTRACTOR was not responsible for the added expenses. As to claims based on the CONTRACTOR's field or home office accounting records, those claims shall be supported by an audit report of an independent Certified Public Accountant unless the contract includes special provisions that provide for an alternative method to calculate unabsorbed home office overhead. Any of those claims shall also be subject to audit by the DRB with the concurrence of the parties. In large or complex cases, additional hearings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute hearings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After hearings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB chairman shall complete and furnish a summary report to the DRB Program Manager, Construction Program, MS 44, P.O. Box 942874, Sacramento, CA 94274.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully-informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the special provisions.

E. DRB MEMBER REPLACEMENT

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 14 days. This AGREEMENT will be amended to indicate change in DRB membership.

SECTION III CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents which are or may become necessary for the DRB to perform their function. Pertinent documents are drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the special provisions.

SECTION IV STATE RESPONSIBILITIES

The STATE will furnish the following services and items:

A. CONTRACT RELATED DOCUMENTS

The STATE will furnish to each DRB member one copy of Notice to Contractors and Special Provisions, Proposal and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

B. COORDINATION AND SERVICES

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

SECTION V TIME FOR BEGINNING AND COMPLETION

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

SECTION VI PAYMENT

A. ALL INCLUSIVE RATE PAYMENT

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of \$1,000 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB board member shall be compensated at an agreed rate of \$600 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$100 per hour. The agreed amount of \$100 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

B. PAYMENTS

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

The DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

C. INSPECTION OF COSTS RECORDS

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3–year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VII ASSIGNMENT OF TASKS OF WORK

The DRB members shall not assign the work of this AGREEMENT.

SECTION VIII TERMINATION OF AGREEMENT, THE DRB, AND DRB MEMBERS

DRB members may resign from the DRB by providing not less than 14 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power, in conformance with the terms of the contract.

SECTION IX LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

SECTION X CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of the DRB. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. However, the parties understand that such documents shall be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

SECTION XI DISPUTES

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications.

SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including an individual member of the DRB, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall

be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

SECTION XIII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIV CERTIFICATION OF THE CONTRACTOR, THE DRB MEMBERS, AND THE STATE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER		DRB MEMBER
By:	Ву:	
Title:		Title :
DRB MEMBER		
By:		
Title :		
CONTRACTOR		CALIFORNIA STATE DEPARTMENT OF TRANSPORTATION
By:	Ву:	
Title:	Title: _	

5-1.13 FORCE ACCOUNT PAYMENT

The second, third and fourth paragraphs of Section 9-1.03A, "Work Performed by Contractor," in the Standard Specifications, shall not apply.

Attention is directed to "Overhead" of these special provisions.

To the total of the direct costs for work performed on a force account basis, computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications, there will be added the following markups:

Cost	Percent Markup
Labor	28
Materials	10
Equipment Rental	10

The above markups shall be applied to all work performed on a force account basis, regardless of whether the work revises the current contract completion date.

The above markups, together with payments made for time-related overhead pursuant to "Overhead" of these special provisions, shall constitute full compensation for all overhead costs for work performed on a force account basis. These overhead costs shall be deemed to include all items of expense not specifically designated as cost or equipment rental in conformance with the provisions in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications. The total payment made as provided above and in the first paragraph of Section 9-1.03A, "Work Performed by Contractor," of the Standard Specifications shall be deemed to be the actual cost of the work performed on a force account basis, and shall constitute full compensation therefor. Full compensation for all overhead costs for work performed on a force account basis, and for which no adjustment is made to the quantity of time-related overhead

pursuant to "Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, an additional markup of 7 percent will be added to the total cost of that extra work including all markups specified in this section "Force Account Payment". The additional 7 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

5-1.14 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract item:

ITEM CODE	ITEM
390206	RUBBERIZED ASPHALT
	CONCRETE (TYPE G)

The compensation payable for asphalt concrete will be increased or decreased in conformance with the provisions of this section for paying asphalt price fluctuations exceeding 5 percent (Iu/Ib is greater than 1.05 or less than 0.95) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete is included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 5 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 1.05) Ib$$

C. For a decrease in paving asphalt price index exceeding 5 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 0.95) Ib$$

D. Where:

- A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete rounded to the nearest \$0.01.
- Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.
- Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.
- Q = Quantity in tonnes of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- C. The total price adjustment for price index increases of paving asphalt on this project shall not exceed \$385,200.
- D. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

5-1.15 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk, and the State shall not be held liable for damage to or loss of materials or equipment located within such areas.

5-1.16 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.17 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed 86 dbA at a distance of 15 m. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 6. (BLANK)
SECTION 7. (BLANK)
SECTION 8. MATERIALS
SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (Imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.

C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material as specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS	IMPERIAL SIZE TO BE SUBSTITUTED
mm x thread pitch	inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT, ASTM

Designation: A 82

	signation. A 62
METRIC SIZE SHOWN ON THE	US CUSTOMARY UNITS SIZE TO BE
PLANS	SUBSTITUTED
mm ²	$inch^2 \times 100$
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

METRIC BAR DESIGNATION	EQUIVALENT IMPERIAL BAR
NUMBER SHOWN ON THE	DESIGNATION
PLANS	NUMBER TO BE SUBSTITUTED
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

CONVERSION TABLE FOR SIZES OF:

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and

(2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449

METRIC SIZE SHOWN ON THE	EQUIVALENT IMPERIAL
PLANS	SIZE
mm	inch
6, or 6.35	1/4
8 or 7.94	5/16
10, or 9.52	3/8
11, or 11.11	7/16
13 or 12.70	1/2
14, or 14.29	9/16
16, or 15.88	5/8
19, or 19.05	3/4
22, or 22.22	7/8
24, 25, or 25.40	1
29, or 28.58	1-1/8
32, or 31.75	1-1/4
35, or 34.93	1-3/8
38 or 38.10	1-1/2
44, or 44.45	1-3/4
51, or 50.80	2
57, or 57.15	2-1/4
64, or 63.50	2-1/2
70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

UNCOATED HOT ANI		HOT-DIPPED ZINC COATED SHEETS						
SHEET		(GALVANIZED)						
METRIC THICKNESS	EQUIVALENT	METRIC THICKNESS	EQUIVALENT					
SHOWN ON THE	US	SHOWN ON THE	GALVANIZED					
PLANS	STANDARD	PLANS	SHEET GAGE					
LANS	GAGE	1 L/ HVS	inch					
mm	Griod	mm	men					
111111	inch	11111						
7.94	0.3125	4.270	0.1681					
6.07	0.2391	3.891	0.1532					
5.69	0.2242	3.510	0.1382					
5.31	0.2092	3.132	0.1233					
4.94	0.1943	2.753	0.1084					
4.55	0.1793	2.372	0.0934					
4.18	0.1644	1.994	0.0785					
3.80	0.1495	1.803	0.0710					
3.42	0.1345	1.613	0.0635					
3.04	0.1196	1.461	0.0575					
2.66	0.1046	1.311	0.0516					
2.28	0.0897	1.158	0.0456					
1.90	0.0747	1.006 or 1.016	0.0396					
1.71	0.0673	0.930	0.0366					
1.52	0.0598	0.853	0.0336					
1.37	0.0538	0.777	0.0306					
1.21	0.0478	0.701	0.0276					
1.06	0.0418	0.627	0.0247					
0.91	0.0359	0.551	0.0217					
0.84	0.0329	0.513	0.0202					
0.76	0.0299	0.475	0.0187					
0.68	0.0269							
0.61	0.0239							
0.53	0.0209							
0.45	0.0179							
0.42	0.0164							
0.38	0.0149							

CONVERSION TABLE FOR WIRE

METRIC THICKNESS	EQUIVALENT USA	
SHOWN ON THE	STEEL	GAGE NO.
PLANS	WIRE THICKNESS	
mm	inch	
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

CONVERSION TABLE FOR PIPE PILES

EQUIVALENT IMPERIAL
SIZE
inch x inch
NPS 14 x 0.179
NPS 14 x 0.250
NPS 14 x 0.375
NPS 14 x 0.438
NPS 16 x 0.500
NPS 18 x T"
NPS 20 x T"
NPS 22 x T"
NPS 24 x T"
NPS 26 x T"
NPS 28 x T"
NPS 30 x T"
NPS 32 x T"
NPS 34 x T"
NPS 36 x T"
NPS 38 x T"
NPS 40 x T"
NPS 42 x T"
NPS 44 x T"
NPS 48 x T"
NPS 60 x T"

The thickness in inches (T") represents an exact conversion of the metric thickness in millimeters (T).

CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM	METRIC MINIMUM	EQUIVALENT
DRESSED DRY,	DRESSED GREEN,	NOMINAL
SHOWN ON THE	SHOWN ON THE	US SIZE
PLANS	PLANS	inch x inch
mm x mm	mm x mm	
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

CONVERSION TABLE FOR NAILS AND SPIKES

	EKSION TABLE FOR NA		T
METRIC COMMON	METRIC BOX NAIL,	METRIC SPIKE,	EQUIVALENT
NAIL,	SHOWN ON THE	SHOWN ON	IMPERIAL
SHOWN ON THE	PLANS	THE	SIZE
PLANS		PLANS	
	Length, mm	Length, mm	Penny-weight
Length, mm	Diameter, mm	Diameter, mm	
Diameter, mm			
50.80	50.80		6d
2.87	2.51		
63.50	63.50		8d
3.33	2.87		
76.20	76.20	76.20	10d
3.76	3.25	4.88	
82.55	82.55	82.55	12d
3.76	3.25	4.88	
88.90	88.90	88.90	16d
4.11	3.43	5.26	
101.60	101.60	101.60	20d
4.88	3.76	5.72	
114.30	114.30	114.30	30d
5.26	3.76	6.20	
127.00	127.00	127.00	40d
5.72	4.11	6.68	
		139.70	50d
		7.19	
		152.40	60d
		7.19	
L		1	

CONVERSION TABLE FOR IRRIGATION COMPONENTS

COMIC	/ILIVID
METRIC	EQUIVALENT
WATER METERS,	NOMINAL
TRUCK LOADING	US SIZE
STANDPIPES,	inch
VALVES, BACKFLOW	
PREVENTERS, FLOW	
SENSORS, WYE	
STRAINERS, FILTER	
ASSEMBLY UNITS,	
PIPE SUPPLY LINES,	
AND PIPE	
IRRIGATION SUPPLY	
LINES	
SHOWN ON THE	
PLANS	
DIAMETER NOMINAL	
(DN) mm	
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

8-1.02 APPROVED TRAFFIC PRODUCTS

The Department maintains the following list of Approved Traffic Products. The Engineer shall not be precluded from sampling and testing products on the list of Approved Traffic Products.

The manufacturer of products on the list of Approved Traffic Products shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

Signing and delineation materials and products shall not be used in the work unless the material or product is on the list of Approved Traffic Products.

Materials and products may be added to the list of Approved Traffic Products if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- B. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- C. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
- B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- C. Stimsonite, Model 944SB (51 mm x 100 mm)*
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

 *For use only in 114 mm wide (older) recessed slots

Non-Reflective For Use With Epoxy Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

Non-Reflective For Use With Bitumen Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Apex Universal, Model 929 (ABS)
- C. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- D. Highway Ceramics, Inc. (Ceramic)
- E. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- F. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- G. Alpine Products, D-Dot (ABS)
- H. Road Creations, Model RCB4NR (Acrylic)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
- C. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- D. Road Creations, Model R41C (100 mm x 100 mm)
- E. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIALS

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Swarco Industries, "Director 35" (For transverse application only)
- D. Swarco Industries, "Director 60"
- E. 3M, "Stamark" Series 380 and 5730
- F. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Brite-Line, Series 100
- B. P.B. Laminations, Aztec, Grade 102
- C. Swarco Industries, "Director-2"
- D. 3M, "Stamark," Series 620
- E. 3M Series A145 Removable Black Line Mask
 - (Black Tape: For use only on Asphalt Concrete Surfaces)
- F. Advanced Traffic Marking Black "Hide-A-Line"
 - (Black Tape: For use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Pavemark, "Hotape"

Removable Traffic Paint

A. Belpro, Series 250/252 and No. 93 Remover

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Flexible Type, 1700 mm

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Flexible Type, 1200 mm

- A. Bent Manufacturing Company, "Masterflex" Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754TM

CHANNELIZERS

Surface Mount Type, 900 mm

- A. Bent Manufacturing Company, "Masterflex" Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Gudie Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

A. Bent Manufacturing Company "T-Top"

- B. Plastic Safety Systems "Navigator-42"
- C. Roadmaker Company "Stacker"
- D. TrafFix Devices "Grabber"

OBJECT MARKERS

Type "K", 450 mm

- A. Carsonite, Model SMD-615
- B. FlexStake, Model 701KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

Type "K-4" / "Q", 600 mm

(Shown as Type "Q" in the Traffic Manual)

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- F. The Line Connection, Model DP21-4Q

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

Impactable Type

- A. ARTUK, "FB"
- B. Davidson Plastics, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

Non-Impactable Type

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

THRIE BEAM BARRIER MARKERS

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Davidson Plastics, "Mini" (75 mm x 254 mm)

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)

A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied to a vertical surface. Top of reflective element at 1200 mm)

A. Davidson Plastics, PCBM S-36

GUARD RAILING DELINEATOR

(Top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

A. Carsonite, Model 427

- B. Davidson Plastics FG 427 and FG 527
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J.Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

Steel Post Type

A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, AR-1000 Abrasion Resistant Coating
- F. Stimsonite, Series 6200 (For rigid substrate devices only)

Traffic Cones, 330 mm Sleeves

A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 100 mm and 150 mm Sleeves

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

Barrels and Drums

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

Barricades: Type I, Engineer Grade

- A. American Decal, Adcolite
- B. Avery Dennison, 1500 and 1600
- C. 3M, Scotchlite, Series CW

Barricades: Type II, Super Engineer Grade

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

Signs: Type II, Super Engineer Grade

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

Signs: Type III, High-Intensity Grade

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

Signs: Type IV, High-Intensity Prismatic Grade

A. Stimsonite Series 6200

Signs: Type VII, High-Intensity Prismatic Grade

A. 3M Series 3900

Signs: Type VI, Roll-Up Signs

- A. Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
- B. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

Aluminum

Fiberglass Reinforced Plastic (FRP)

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

8-1.03 STATE-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

Automatic vehicle classifiers, Piezo-electric axle sensor units and epoxy sealant for Piezo-electric axle sensor installation will be furnished to the Contractor at the job site.

The Contractor shall notify the Engineer at least 10 working days before State-furnished material is to be picked up by the Contractor.

8-1.04 SLAG AGGREGATE

Aggregate produced from slag resulting from any steel-making process or from air-cooled iron blast furnace slag shall not be used on this project.

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

Unless the use of a mineral admixture is prohibited, whenever the word "cement" is used in the Standard Specifications or the special provisions, it shall be understood to mean "cementitious material" when both of the following conditions are met:

- A. The cement content of portland cement concrete is specified, and
- B. Section 90, "Portland Cement Concrete," of the Standard Specifications is referenced.

Portland cement concrete that is produced using equipment where the cement and mineral admixture are proportioned in the same weigh hopper shall be sampled and tested by the Contractor, in the presence of the Engineer, for mix uniformity in conformance with the requirements in ASTM Designation: C 94, Section 11, "Mixing and Delivery," and "Annex A1." The testing shall be performed on concrete produced using an approved project mix design and may be done at the project concrete placement site.

The batch plant producing the portland cement concrete for the project shall have met the requirements in California Test 109 within one year prior to producing concrete for the project.

Sampling for mix uniformity tests shall be performed the first time portland cement concrete, of sufficient volume to perform these tests, is placed on the project. Test results shall be presented to the Engineer no later than 10 days after completion of sampling.

Test results from mixer uniformity testing will not be used for contract compliance, acceptance or payment.

Prior to placing concrete on the project, the Contractor shall supply a list of portland cement concrete mixers to be used. When truck mixers are to be used, the list shall contain the truck identification number, mixer brand, mixer age, and mixer condition.

When truck mixers are used, the mix uniformity testing shall be performed on 5 truck mixers for each project. The truck mixers selected for testing shall be representative of the different mixer brands, ages, and conditions of the mixers on the list and approved by the Engineer. Mixer selection shall be completed before mix uniformity testing is started. Sampling for the mix uniformity tests from each of the 5 mixers shall be completed within the same work shift, unless otherwise approved in writing by the Engineer. The Contractor shall notify the Engineer, in writing, a minimum of 24 hours prior to performing the sampling for these tests. The letter of notification shall include the truck mixer information and a copy of the current

American Concrete Institute (ACI) "Concrete Field Testing Technician, Grade 1" certification for each tester who will perform testing for the Contractor. The Contractor shall provide an adequate number of testers to successfully perform the testing with a minimum amount of impact to the Contractor's operations.

When concrete is completely mixed in stationary mixers, each mixer used for the project shall be tested one time.

Full compensation for the testing of mix uniformity as specified herein shall be considered as included in the contract price paid for the concrete work involved and no additional compensation will be allowed therefor.

Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494 may be used in portland cement concrete for precast steam cured concrete members.

Section 90-1.01, "Description," of the Standard Specifications is amended to read:

90-1.01 DESCRIPTION

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- Unless otherwise specified, cementitious material to be used in portland cement concrete shall conform to the provisions for cement and mineral admixtures in Section 90-2, "Materials," and shall be either: 1) "Type IP (MS) Modified" cement or 2) a combination of "Type II Modified" portland cement and mineral admixture.
- Concrete for each portion of the work shall comply with the provisions for the Class, cementitious material content in kilograms per cubic meter, 28-day compressive strength, minor concrete or commercial quality concrete, as shown on the plans or specified in these specifications or the special provisions.
 - Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
 - Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
 - Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
 - Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
- Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m³)
Concrete which is designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be considered to be designated by compressive strength. If the plans show a 28-day compressive strength which is 31 MPa or greater, an additional 7 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans which are 25 MPa or less are shown for design information only and are not to be considered a requirement for acceptance of the concrete.
- Concrete designated by compressive strength shall be proportioned such that the concrete will conform to the strength shown on the plans or specified in the special provisions.
- The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete.
- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.
- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be

cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.

- If any concrete used in the work has a cementitious material content, consisting of cement, mineral admixture, or cement plus mineral admixture, which is less than the minimum required for the work, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.55 for each kilogram of cement, mineral admixture, or cement plus mineral admixture which is less than the minimum required for the work. The Department may deduct the amount from moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions for cementitious material content will be made based on the results of California Test 518.
 - The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.
- Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.

The first paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

90-2.01 PORTLAND CEMENT

- Unless otherwise specified, portland cement shall be either "Type IP (MS) Modified" cement or "Type II Modified" portland cement.
- "Type IP (MS) Modified" cement shall conform to the specifications for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate mixture of Type II cement and not more than 25 percent of a mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."
- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.
- In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:
 - A. The cement shall not contain more than 0.60 percent by mass of alkalies, calculated as the percentage of Na2O plus 0.658 times the percentage of K2O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114.
 - B. The autoclave expansion shall not exceed 0.50 percent.
 - C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

The second paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

• Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150, and the additional requirements listed above for Type II Modified portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.

The third paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is deleted. The twelfth paragraph in Section 90-2.02, "Aggregates," of the Standard Specifications is deleted. The first paragraph in Section 90-2.03, "Water," of the Standard Specifications is amended to read:.

90-2.03 WATER

• In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO4. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO4. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

The following section is added to Section 90-2, "Materials," of the Standard Specifications:

90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:
- A. Chemical Admixtures—ASTM Designation: C 494.
- B. Air-entraining Admixtures—ASTM Designation: C 260.
- C. Calcium Chloride—ASTM Designation: D 98.
- D. Mineral Admixtures—Coal fly ash, raw or calcined natural pozzolan as specified in ASTM Designation: C618. Silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.
- Mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

The first paragraph in Section 90-3.03, "Fine Aggregate Grading," is amended to read:

Fine aggregate shall be graded within the following limits:

	Percenta	Percentage Passing									
Sieve Sizes	Operating Range	Contract Compliance									
9.5-mm	100	100									
4.75-mm	95-100	93-100									
2.36-mm	65-95	61-99									
1.18-mm	X ± 10	X ± 13									
600-µm	X ± 9	X ± 12									
300-μm	X ± 6	X ± 9									
150-µm	2-12	1-15									
75-µm	0-8	0-10									

Section 90-4.02, "Materials," of the Standard Specifications is amended to read:

90-4.02 MATERIALS

Admixture materials shall conform to the provisions in Section 90–2.04, "Admixture Materials."

Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications is amended to read:

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

- The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate concrete construction application subject to the following conditions:
 - A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter.
 - B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

Section 90-4.07, "Optional Use of Air-entraining Admixtures," of the Standard Specifications is amended to read:

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

• When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material for use in portland cement concrete.
- The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C618.
- The amounts of cement and mineral admixture used in cementitious material for portland cement concrete shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:
 - A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
 - B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 - 1. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
 - 2. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
 - 3. When a mineral admixture is used, which conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
 - C. If more than the required amount of cementitious material is used, the additional cementitious material in the mix may be either cement, a mineral admixture conforming to the provisions in Section 90-2.04, "Admixture Materials," or a combination of both; however, the maximum total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

Section 90-4.09, "Optional Use of Mineral Admixtures," of the Standard Specifications is deleted.

Section 90-4.11, "Storage, Proportioning, and Dispensing of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES

- Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection, and identification for each shipment.
- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
- When interlocks are required for cement and mineral admixture charging mechanisms by Section 90-5.03A, "Proportioning for Pavement," and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.

Section 90-5.02, "Proportioning Devices," of the Standard Specifications is amended to read:

90-5.02 PROPORTIONING DEVICES

- Weighing, measuring or metering devices used for proportioning materials shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems used shall comply with the provisions for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." These automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.
- Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.
- Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.
- Equipment for cumulative weighing of aggregate shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ± 0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ± 0.5 percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ± 0.5 percent of its designated mass or volume.
- The mass indicated for a batch of material shall not vary from the preselected scale setting by more than the following:
 - A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses.
 - B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses.
 - C. Water shall be within 1.5 percent of its designated mass or volume.
- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5 kg graduations.

Section 90-5.03, "Proportioning," excluding Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

90-5.03 PROPORTIONING

- Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.
- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.
- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.
- Bulk "Type IP (MS) Modified" cement that conforms to the provisions in Section 90-2.01, "Portland Cement," shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.
- Bulk cement to be blended with mineral admixture for use in portland cement concrete for pavement and structures may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper with mineral admixture and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.
- When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture shall be individual and distinct from other weigh

systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.

- The scale and weigh hopper for bulk weighing cement, mineral admixture, and cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.
- When the source of an aggregate is changed for concrete structures, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using such aggregates. When the source of an aggregate is changed for other concrete, the Engineer shall be allowed sufficient time to adjust the mix and such aggregates shall not be used until necessary adjustments are made.
- For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:
 - A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
 - B. Single box and scale indicator for all aggregates.
 - C. Single box or separate boxes and automatic weighing mechanism for all aggregates.
- In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

90-5.03A PROPORTIONING FOR PAVEMENT

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to the provisions in this Section 90-5.03A.
- The Contractor shall install and maintain in operating condition an electrically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.
- The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses which are within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture or cement plus mineral admixture into the aggregate as directed by the Engineer.
- When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.
- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.
- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.
- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

The third paragraph in Section 90-6.01, "General," of the Standard Specifications is amended to read:

• Concrete shall be homogeneous and thoroughly mixed. There shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.

The third and fourth paragraphs in Section 90-6.02, "Machine Mixing," of the Standard Specifications are amended to read:

- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.
- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, or in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cementitious material in the concrete mixture.

The sixth paragraph in Section 90-6.02, "Machine Mixing," of the Standard Specifications is amended to read:

• The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The seventh through tenth paragraphs in Section 90-6.03, "Transporting Mixed Concrete," of the Standard Specifications are amended to read:

- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, a time less than 1.5 hours may be required.
- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the job site shall be accompanied by a weight certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weight certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.
- Weight certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be LFCR (one line, separate record) with allowances for sufficient fields to satisfy the amount of data required by these specifications.
- The Contractor may furnish a weight certificate that is accompanied by a separate certificate which lists the actual batch masses or measurements for a load of concrete provided that both certificates are 1) imprinted with the same non-repeating load number that is unique to the contract and 2) delivered to the job site with the load.
- Weight certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Section 90-6.05, "Hand-Mixing," of the Standard Specifications is amended to read:

90-6.05 HAND-MIXING

• Hand-mixed concrete shall be made in batches not more than one-fourth cubic meter and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

The table in the first paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is replaced with the following table:

Type of Work	Nominal Penetration (mm)	Maximum Penetration (mm)
Concrete pavement	0-25	40
Non-reinforced concrete facilities	0-35	50
Reinforced concrete structures:		
Sections over 300 mm thick	0-35	65
Sections 300 mm thick or less	0-50	75
Concrete placed under water	75-100	115
Cast-in-place concrete piles	65-90	100

The first paragraph following the table of penetration ranges in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

• The amount of free water used in concrete shall not exceed 183 kg/m3, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m3.

The fourth paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

• Where there are adverse or difficult conditions which affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.

Section 90-9.01, "General," of the Standard Specifications is amended to read:

90-9.01 GENERAL

- Concrete compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.
- The compressive strength of concrete will be determined from test cylinders which have been fabricated from concrete sampled in conformance with California Test 539. Test cylinders will be molded and initial field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.
- When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.
- When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval by the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain

the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test which indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

- If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.
 - No single compressive strength test shall represent more than 250 cubic meters.
- When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders which have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.
- If concrete is specified by compressive strength, then materials, mix proportions, mixing equipment, and procedures proposed for use shall be prequalified prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.
- Certified test data, in order to be acceptable, must indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.
- Trial batch test reports, in order to be acceptable, must indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches which were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.
- Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.
 - The certified test data and trial batch test reports shall include the following information:
 - A. Date of mixing.
 - B. Mixing equipment and procedures used.
 - C. The size of batch in cubic meters and the mass, type and source of ingredients used.
 - D. Penetration of the concrete.
 - E. The air content of the concrete if an air-entraining admixture is used.
 - F. The age at time of testing and strength of concrete cylinders tested.
 - Certified test data and trial batch test reports shall be signed by an official of the firm which performed the tests.
- When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.
- After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes which, in the judgment of the Engineer, could result in a lowering of the strength of the concrete below that specified.
- The Contractor's attention is directed to the time required to test trial batches. The Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.

• When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

Section 90-10.02A, "Portland Cement," of the Standard Specifications is renamed "Cementitious Material" and is amended to read:

90-10.02A CEMENTITIOUS MATERIAL

• Cementitious material shall conform to the provisions in Section 90-1.01, "Description." Compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.

The fifth paragraph in Section 90-10.02B, "Aggregate," of the Standard Specifications is deleted. Section 90-10.03, "Production," of the Standard Specifications is amended to read:

90-10.03 PRODUCTION

- Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice, which will result in concrete that is thoroughly and uniformly mixed, which is suitable for the use intended, and which conforms to provisions specified herein. Recognized standards of good practice are outlined in various industry publications such as those issued by American Concrete Institute, AASHTO, or California Department of Transportation.
- The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."
- The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.
- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered as conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.
 - The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.
- Each load of ready-mixed concrete shall be accompanied by a weight certificate which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weight certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.
- A Certificate of Compliance conforming to the provisions in Section 6–1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

The third and fourth paragraphs in Section 90-11.02, "Payment," of the Standard Specifications are amended to read:

- Should the Engineer order the Contractor to incorporate admixtures into the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D.
- Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them in the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

SECTION 9. (BLANK) SECTION 10. CONSTRUCTION DETAILS SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

The first order of work shall be the completion of all work from the beginning of construction at the North Junction Route 5 (kp S0.0) to Mullholland Drive Overcrossing (kp14.0), work in other areas may proceed, provided satisfactory progress is maintained in the first order of work and is approved in writing by the Engineer, in the event that satisfactory progress is not maintained in the first order of work, the Contractor shall cease work in other areas until satisfactory progress is maintained in the first order of work.

Upon completion of the first order of work the Contractor will be relieved of maintenance and responsibility in conformance with Section 7-1.15 Relief From Maintenance and Responsibility.

Grinding of existing concrete pavement in the area of replace concrete pavement, shall be deferred until replace concrete pavement in the area has been completed.

Attention is directed to "Maintaining Traffic," "Temporary Pavement Delineation", "Cold Plane Asphalt Concrete Pavement" and "Rubberized Asphalt Concrete (Type G)" of these special provisions.

The Contractor shall schedule cold planing operations, such as not to exceed a day's normal production of asphalt paving operations. The Contractor shall schedule his paving operations, such that all lanes and shoulders in the same direction of travel way shall be paved to the same plane at the end of each work shift.

Attention is directed to "Progress Schedule (Critical Path)" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

Loop detectors for ramps shall be operational within 3 calendar days after cold planing at each ramp location.

Loop detectors on the freeway shall be operational within 7 calendar days after pavement grinding or cold planing at each location.

10-1.02 PROGRESS SCHEDULE (CRITICAL PATH)

Progress schedules will be required for this contract and shall conform to the requirements of these special provisions. Progress schedules shall utilize the Critical Path Method (CPM). Attention is directed to "Cooperation" and "Obstructions" of these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7, "Legal Relations and Responsibility," of the Standard Specifications.

DEFINITIONS

The following definitions shall apply to these special provisions:

- A. Activity.—A task or item of work that shall be performed in order to complete a project.
- B. Baseline Schedule.—The initial CPM progress schedule as accepted by the Engineer representing the Contractor's original work plan.
- C. Concurrent Delay.—Two or more delays on the critical path that occur at the same time.
- D. Contract Completion Date.—The date the Contractor is contractually obligated to complete the project, including any authorized adjustments, as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications.
- E. Contractor Delay.—A delay that extends the time required to complete a controlling operation caused by and within the control of the Contractor, subcontractors at any tier or suppliers.
- F. Controlling Operation.—A feature of work or activity on the critical path.
- G. Critical Path.—In a project network, the sequence of activities yielding the longest path in a CPM analysis necessary to complete the project.

- H. Critical Path Method (CPM).—A mathematical calculation using the sequence of activities and their interrelationships, interdependencies, resources, and durations to determine the critical path that shows the expected time to complete a project.
- I. Data Date.—The day after the date through which progress updates have been calculated; everything occurring earlier than the data date is "As-Built"; and everything on or after the data date is "Planned."
- J. Early Completion Time.—The difference in time between the contract completion date and the current State-accepted scheduled completion date.
- K. Float.—The amount of time between the early start date and the late start date or the early finish date and the late finish date of any activity or group of activities in the network.
- L. Free Float.—The amount of time an activity can be delayed before delaying a subsequent activity.
- M. Fragnet.—A section or fragment of the network diagram comprised of a group of activities.
- N. Milestone.—A marker in a network which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration and zero resources, but will otherwise function in the network as if the milestone were an activity.
- O. Narrative Report.—A report that identifies potential problem areas, current and anticipated delaying factors and their impact, actions taken or proposed, proposed changes in schedule logic, extension or contraction of activities, proposed addition or deletion of activities, explanation for changes in the critical path, explanation for changes in scheduled completion date, out of sequence work, and other topics related to job progress or scheduling.
- P. Near Critical Path.—A path having 10 working days or less of total float.
- Q. Punch List.—A list of details needing attention to complete task or work for both contract item and extra work.
- R. Schedule Revision.—A change in the future portion of the schedule that modifies logic; alters construction sequences such as performing sequential activities concurrently or concurrent activities sequentially; adds or deletes activities or significantly alters activity durations, as determined or accepted by the Engineer.
- S. Scheduled Completion Date.—The Contractor's scheduled completion date as shown on the accepted baseline schedule as modified by subsequent accepted schedule updates and revisions.
- T. Time Impact Analysis.—An analysis demonstrating the estimated time impact of a contract change order, delay or other event on the scheduled completion date.
- U. Total Float.—The amount of time that an activity may be delayed without delaying the scheduled completion date.
- V. Update.—The routine modification of the CPM progress schedule through a regular monthly review to incorporate actual past progress to date by activity, projected completion dates and approved time adjustments.

MATERIALS (COMPUTER SYSTEM)

The Contractor shall provide a computer system for the State's exclusive possession and use for CPM progress schedules. The minimum computer system to be furnished shall be complete with keyboard, mouse, monitor, printer and plotter. The system shall conform to the following requirements:

- A. Latest industry-available Intel Pentium processor, Motorola RISC processor or equivalent.
- B. Latest computer operating system software compatible with the selected processor, either Windows or MACINTOSH.
- C. Minimum of 64 megabytes of random access memory (RAM).
- D. Internal drives, including: one 4-gigabyte minimum hard disk drive, one 1.44-megabyte 90 mm (3.5-inch) floppy disk drive and one 32x speed CD-ROM drive.
- E. Internal fax/modem, latest speed and software version of U.S. Robotics, 3COM or equivalent.
- F. A 430 mm (17-inch) minimum, color monitor capable of at least 1,024 x 768 pixels.
- G. A color-ink-jet-type, B-size plotter compatible with the selected system capable of printing fully legible, time-scaled charts, network diagrams and reports.
- H. A manual parallel cable switching device, with connecting cables, allowing the user to alternate printing between the plotters.
- I. CPM software shall be compatible with the hardware provided, shall be the latest version of Primavera Project Planner for Windows, SureTrak for Windows, or equal, and shall be able to create files that can easily be imported into the latest version of Primavera.
- J. General software shall be the latest version of McAfee VirusScan virus protection or equal and shall be compatible with the hardware provided.
- K. Upgrades to the CPM and general software shall be provided, as the upgrades become available.

The computer hardware and software furnished by the Contractor shall be compatible with that used for the production of the CPM progress schedule required by these special provisions, including original instruction manuals and other documentation normally provided with the CPM and general software. Before delivery and setup of the computer system,

the Contractor shall submit, for approval of the Engineer, a detailed list of the computer hardware and software the Contractor proposes to furnish, including an itemized schedule of costs for the system.

The Contractor shall furnish, install, set up, maintain, and repair the computer system ready-for-use, and provide plotter supplies as necessary during the course of the project at a location determined by the Engineer. The first submittal of the baseline schedule will not be considered complete until the hardware and software are installed and ready for use with the submitted baseline schedule. The Contractor shall instruct and assist the Engineer in the use of the hardware and software. When requested by the Engineer, the Contractor shall provide one 8-hour session of outside commercial training in the use of the CPM software for a maximum of 2 project staff at a location acceptable to the Engineer. Hardware repairs shall be made within 48 hours of notification by the Engineer, or replacement equipment shall be furnished and installed by the Contractor until repairs have been completed.

Computer hardware and software furnished shall remain the property of the Contractor and shall be removed by the Contractor upon acceptance of the contract if no claims involving contract progress are pending. If contract claims involving contract progress are pending, computer hardware or software shall not be removed until the final estimate has been submitted to the Contractor.

GENERAL

Early completion time shall be considered a resource for the exclusive use of the Contractor. The Contractor may increase early completion time by increasing production or reallocating resources to be more efficient, or by proposing, and the State accepting, contract change orders that are the result of significant Contractor development and investment or from an appropriate share of an accepted cost reduction proposal in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The State may reduce contract working days if the action is the result of a contract change order other than those that result from significant Contractor development and investment. The Contractor shall conduct a time impact analysis to determine the effect of the change in the same manner described in "Schedule Time Adjustment" specified herein, and shall include the impacts acceptable to the Engineer in the next update or revision.

The Contractor shall be responsible for assuring that the work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include in the schedule any element of work required for the performance of the contract shall not relieve the Contractor from completing the work within the time limit specified in the contract. If the Contractor or the Engineer discovers an undefined element of work, activity or logic, it shall be corrected by the Contractor in a schedule revision, as specified in these special provisions. If a planned activity requires greater-than-normal daily resources to accomplish, schedule revision submittals shall include a narrative describing the activity, and the amount and use of the extraordinary resources.

The Baseline Schedule or Schedule Update submitted for acceptance shall not show variances from the requirements of these special provisions unless approved by the Engineer. The Contractor shall make specific mention of the variations in the letter of transmittal and shall make the associated adjustments to the project schedule. The Contractor will not be relieved of the responsibility for executing the work in strict conformance with the provisions in the requirements of these special provisions. In the event of a conflict between the requirements of these special provisions and the information provided or shown on an accepted schedule, the requirements of these special provisions shall take precedence.

Each schedule submitted to the Engineer shall comply with the limits imposed by these special provisions, with the specified intermediate milestones and completion dates, and with the constraints, restraints or sequences included in these special provisions, except that after the Engineer accepts the baseline schedule, the Contractor may show a late scheduled completion date on subsequent updates or revisions. The degree of detail shall include factors to the satisfaction of the Engineer, including, but not limited to:

- A. Physical breakdown of the project;
- B. Contract milestones and completion dates, substantial completion dates, constraints, restraints, sequences of work shown in these special provisions, the planned substantial completion date, and the final completion date;
- C. Type of work to be performed, the sequences and the activities to be performed by subcontractors;
- D. Procurement, submittal, submittal review, manufacture, test, delivery, and installation of major materials and equipment that require approval;
- E. Preparation, submittal and approval of shop or working drawings and material samples showing time, as specified in these special provisions for the Engineer's review;
- F. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, railroads, and utilities as indicated in these special provisions;
- G. Identification of each utility relocation or interface as a separate activity;
- H. Batch plant erection and plant certification;
- I. Erection and removal of falsework or shoring;
- J. Submission and approval of reports or results for major tests, such as that for pile loading or traffic controllers;

- K. Indicate long-term ramp and connector closing and opening events, traffic switches, and opening and closing of pavements to traffic as separate one day activities;
- L. Punch-list and final clean-up;
- M. State-owned float as the last activity in the schedule, at the end of which is the Scheduled Completion Date;
- N. Activity coding conventions shall include the following:

	Code	Value	Description				
	Code	value	Description				
(1) Responsibility	RESP	CT	Caltrans				
		UTIL	Utility Company				
		RAIL	Railroad				
		XXXX	Contractor				
		XXXX	Subcontractor				
		XXXX	others, as needed				
(2) Stage	STGE	1	Stage 1				
		2	Stage 2				
		other designations	other descriptions, as				
			needed				
(3) Phase	PHAS	1	Phase 1				
		2	Phase 2				
		other phases	other phases, as needed				
(4) Utilities	UTIL	PGE	Pacific Gas & Electric				
		BELL	Pacific Bell				
		GTE	GTE				
		SCE	Southern California Edison				
	•	other utilities	other utilities, as needed				

The Contractor may include additional coding conventions, such as Ramps (RAMP), Facilities (FAC), and Events (EVNT).

The work shall be executed in the sequence indicated in the accepted baseline schedule and subsequent accepted updates and revisions. Once the Engineer accepts a CPM schedule, the Contractor shall neither artificially improve the progress nor artificially change the quantity of float in any part of the schedule by artificially adding or deleting activities, revising schedule logic restraints, or changing planned activity durations. Schedule changes of planned work shall be documented in a properly submitted revision. The Contractor may improve the progress by performing sequential activities concurrently or by performing activities more quickly than planned. In the case of multiple critical paths, float generated by early completion of one or a sequence of activities will be considered in determining if that sequence of activities remains on the critical path.

The schedule shall be modified to reflect actual events and conditions, including non-work days, as these events and conditions occur for historical purposes and for use in time impact analysis. Submittals and Engineer review time shall be shown in the progress schedule, including CPM schedule updates and revisions. The duration of the Engineer review activity shall be 15 days unless specified otherwise in these special provisions.

The Contractor shall be allowed to show an early or late scheduled completion date on schedule updates and revisions. The Engineer will use the most current, accepted schedule update and revision, and Contractor-provided cause, time-impact and schedule-delay analysis that is acceptable to the Engineer to determine apparent impacts.

The Engineer shall have 20 days to review and accept or reject the baseline schedule. The Engineer shall have 15 days to review and accept or reject any updated or revised schedule. Rejected schedules shall be resubmitted to the Engineer within 5 days, at which time a new review period of 5 days will begin. After the baseline schedule is accepted, schedules that are not accepted or rejected within the required review period will be deemed to have been accepted by the Engineer. Acceptance of a schedule does not relieve the Contractor of the responsibility of submitting complete and accurate information.

PRE-CONSTRUCTION SCHEDULING CONFERENCE

The Contractor shall schedule, and the Engineer will conduct, a Pre-construction Scheduling Conference with the Contractor's Project Manager and Construction Scheduler within 10 days after approval of the contract. At this meeting, the Engineer will review the requirements of this section of the special provisions with the Contractor. The Contractor shall submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and shall be prepared to discuss the proposed work plan and schedule methodology that complies with the requirements of these special provisions. If the Contractor proposes deviations to the construction staging of the project, the Contractor shall submit a general time-scaled logic diagram displaying the deviations and resulting time impacts and shall be prepared to discuss the

proposal. At this meeting, the Contractor shall additionally submit the alpha-numeric coding structure and the activity identification system for labeling the work activities. To easily identify relationships, each activity description shall indicate its associated scope or location of work by including such terms as quantity of material, type of work, Bridge Number, Station to Station location, side of highway (such as left, right, northbound, southbound), lane number, shoulder, ramp name, ramp line descriptor or mainline. The Engineer will review and comment on the logic diagram, the coding structure and activity identification system within 15 days after submission by the Contractor. The Contractor shall make modifications to the time-scaled logic diagram, the coding structure, and activity identification system that the Engineer requests and shall employ that coding structure and identification system. The Contractor shall include the Engineer-requested modifications in the baseline schedule.

NETWORK DIAGRAM AND PROJECT SCHEDULE REPORTS

Schedules submitted to the Engineer, including the baseline schedule, shall include originally-plotted time-scaled network diagram(s). Network diagrams shall be based on early start and early finish dates of activities shown. The network diagrams submitted to the Engineer shall also be accompanied by the CPM software-generated tabular reports for each activity included in the project schedule. Three different report sorts shall be provided: Early Start, Total Float, and Activity Number which shall show the predecessors and successors for each activity. Tabular reports, 215 mm x 280 mm size (8 1/2" x 11"), shall be submitted to the Engineer and shall include at a minimum, the following:

- A. Data date;
- B. Predecessor and successor activity numbers and descriptions;
- C. Activity number and description;
- D. Activity code(s);
- E. Scheduled, or actual and remaining durations for each activity;
- F. Earliest start date (by calendar date);
- G. Earliest finish date (by calendar date);
- H. Actual start date (by calendar date);
- I. Actual finish date (by calendar date);
- J. Latest start date (by calendar date);
- K. Latest finish date (by calendar date);
- L. Free Float, in work days;
- M. Total Float, in work days;
- N. Percentage of activity complete and remaining duration for incomplete activities;
- O. Lag(s); and
- P. Imposed constraints.

The networks shall be drafted time-scaled to show a continuous flow of information from left to right. The primary path(s) of criticality shall be clearly and graphically identified on the network(s). The network diagram shall be prepared on E-size sheets, 860 mm x 1120 mm (34" x 44"), and shall have a title block in the lower right-hand corner and a timeline on each page. Exceptions to the size of the network sheets and the use of computer graphics to generate the networks shall be subject to the Engineer's approval.

The narrative report shall be organized as follows:

- A. Contractor's Transmittal Letter;
- B. Work completed during the period;
- C. Identification of unusual resources: manpower, material, or equipment restrictions or use, including multiple shifts, 6-day work weeks, specified overtime, or work at times other than regular days or hours;
- D. Description of the current critical path;
- E. Changes to the critical path since the last schedule submittal;
- F. Description of problem areas;
- G. Current and anticipated delays:
 - 1. Cause of delay,
 - 2. Impact of delay on other activities, milestones and completion dates,
 - 3. Corrective action and schedule adjustments to correct the delay;
- H. Pending items and status thereof:
 - 1. Permits,

- 2. Change Orders,
- 3. Time Adjustments,
- 4. Non-Compliance Notices;
- I. Contract completion date(s) status:
 - 1. Ahead of schedule and number of days,
 - 2. Behind schedule and number of days,
 - 3. If date changes, explain the cause;
- J. Attached Updated Network Diagram and Reports.

Schedule network diagrams, tabular reports and narrative reports shall be submitted to the Engineer for acceptance in the following quantities:

- A. Two sets of originally-plotted, time-scaled network diagram(s);
- B. Two copies of each of the three sorts of the CPM software-generated tabular reports 215 mm x 280 mm size (8 1/2" x 11");
- C. One 1.44-megabyte 89 mm (3.5 inch) floppy diskette containing the schedule data;
- D. Two copies of the narrative report.

BASELINE SCHEDULE REQUIREMENTS

Within 30 days after approval of the contract, the Contractor shall submit a baseline schedule to the Engineer. The baseline project schedule shall have a data date of the first working day of the contract and shall not include any completed work to-date. The baseline schedule shall be practicable; include the entire scope of work; meet interim target dates, milestones, stage construction requirements, and internal time constraints; show logical sequence of activities; and shall not extend beyond the number of working days originally provided in these special provisions. An early completion schedule will be acceptable provided that the schedule meets the requirements of these special provisions and the Standard Specifications.

The baseline CPM progress schedule submitted by the Contractor shall have a sufficient number of activities to assure adequate planning of the project, to permit monitoring and evaluation of progress, and the analysis of time impacts. The baseline schedule shall depict how the Contractor plans to complete the whole work involved, and shall show the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum, as determined by the Engineer. A total of not more than 50 percent of the baseline schedule activities shall be critical or near-critical, unless otherwise approved by the Engineer.

Activities shall have a duration of not less than one working day nor more than 20 working days, unless otherwise approved by the Engineer. The activities in the baseline schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor. The baseline schedule shall not attribute negative float or negative lag to an activity.

MONTHLY SCHEDULE UPDATES

On or before the first calendar day of each month, the Contractor shall meet with the Engineer to review contract progress. At the monthly progress meeting the Contractor shall submit to the Engineer an update of the network diagram and project schedule reports as defined above. Update schedules shall have a data date of the twenty-first calendar day of the month, or other date as established by the Engineer, and shall include the information available up to that date. Durations for work that has been completed will be shown on the schedule as the work actually occurred, including Engineer submittal review and Contractor resubmittal times.

SCHEDULE REVISIONS

When the Contractor proposes a revision to an accepted schedule, the Contractor shall state in writing the reasons for the change, as well as the specifics, such as, but not limited to, revisions to activities, logic, durations, and other matters pertinent to the proposed revisions. If the Engineer considers a schedule revision to be of a major nature, the Engineer may require the Contractor to revise and submit for acceptance the affected portion(s) of the project schedule and an analysis to show the effect on the entire project. In addition to the revision submittal, the Contractor shall submit a schedule update with the same data date as the revision which is to reflect the project condition just prior to implementing the revision. The Contractor shall discuss contemplated revisions with the Engineer prior to the submittal.

Within 15 days, the Contractor shall submit a revised CPM network for approval when requested by the Engineer, or when any of the following occurs:

- A. There is a significant change in the Contractor's operations that affects the critical or near critical path(s).
- B. The scheduled completion date of the current submitted updated CPM schedule indicates that the contract progress is 20 days or more behind the current accepted schedule or revision.
- C. The Contractor or the Engineer considers that an approved or anticipated change will impact the critical or near critical path or contract progress.

SCHEDULE TIME ADJUSTMENT

When the Contractor requests a time adjustment due to contract change orders or delays, or if the Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress, the Contractor shall submit a written time impact analysis to the Engineer illustrating the impacts of each change or delay on the current scheduled completion date or milestone completion date. The analysis shall use the currently accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the currently accepted schedule does not appropriately represent the conditions prior to the event, the schedule shall be updated to the day before the event being analyzed. An additional analysis shall be performed after the completion of the event. If the event is on the critical path at the time of its completion, then the difference between the scheduled completion dates of these 2 analyses shall be equal to the adjustment in time. The time impact analysis shall include one or more fragnet(s) demonstrating how the Contractor proposes to incorporate the event(s) into the schedule, including logic and duration of the proposed activities. Until such time that the Contractor provides the analysis, the Engineer may, at his option, construct and utilize the project as-built schedule or other recognized method to determine adjustments in contract time.

Time impact analyses shall be submitted in duplicate within 15 days of a delay and shall be used in determining contract change order days. Approval or rejection of each time impact analysis by the Engineer will be made within 15 days after receipt of the time impact analysis. In the event the Contractor does not agree with the decision of the Engineer regarding the impact of a change or delay, notice shall be given in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The third paragraph of Section 4-1.03A of the Standard Specifications shall not apply.

FINAL SCHEDULE UPDATE

Within 30 days after acceptance of the contract by the Director, the Contractor shall submit a final update of the schedule (as-built schedule) with actual start and actual finish dates for the activities. The Contractor shall submit a written certificate with this submittal signed by the Contractor's Project Manager and an officer of the company stating "To the best of my knowledge, the enclosed final update of the project schedule reflects the actual start and completion dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager. Submittal of the final schedule update and the certification shall be a condition precedent to the release of any retained funds under the contract.

PAYMENT

Progress schedule (critical path) will be paid for at a lump sum price. The contract lump sum price paid for progress schedule (critical path) shall include full compensation for furnishing all labor, material (including computer hardware and software), tools, equipment, and incidentals; and for doing all the work involved in preparing, furnishing, updating, and revising progress schedules; maintaining and repairing the computer hardware; and instructing and assisting the Engineer in the use of the computer hardware and software, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Payments for the progress schedule (critical path) contract item will be made as follows:

- A. A total of 50 percent of the progress schedule (critical path) contract item amount will be made upon achieving all of the following: 5 percent of all work completed, accepted baseline, all accepted required schedule updates and revisions, and required CPM training.
- B. A total of 60 percent of the progress schedule (critical path) contract item amount will be made upon achieving all of the following: 25 percent of all work completed, accepted baseline, and all accepted required schedule updates and revisions.
- C. A total of 75 percent of the progress schedule (critical path) contract item amount will be made when 50 percent of all work completed, accepted baseline, and all accepted required schedule updates and revisions.
- D. A total of 100 percent of the progress schedule (critical path) contract item amount will be made when 100 percent of all work completed, accepted baseline, all accepted required schedule updates and revisions, and a completed and certified Final Schedule Update.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of progress schedule (critical path). Adjustments in compensation for progress schedule (critical path) will not be made for any increased or decreased work ordered by the Engineer in furnishing progress schedules.

RETENTION

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit pre-construction scheduling documents, an acceptable baseline, acceptable updated schedule, or acceptable revised progress schedule (critical path) conforming to the requirements of these special provisions as determined by the Engineer. Retentions for failure to submit acceptable CPM progress schedules shall be in addition to other retentions provided for in the contract. Retentions for failure to submit progress schedules (critical path) will be released for payment on the next monthly estimate for partial payment following the date that pre-construction scheduling documents and acceptable progress schedules (critical path) are submitted to the Engineer, and no interest will be due the Contractor.

10-1.03 OVERHEAD

Overhead shall conform to the provisions of this section, "Overhead," of these special provisions. The Contractor will be compensated for time-related overhead in accordance with these special provisions.

Attention is directed to "Force Account Payment" and "Progress Schedule (Critical Path)" of these special provisions.

The provisions in Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and any other charges incurred only once during the contract.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to any of the work of the contract. Such time-related costs include, but are not limited to, the salaries and benefits of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. Such costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. The rate of home office overhead shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The quantity of time-related overhead to be paid will be measured by the working day, as specified in the Engineer's Estimate as WDAY. The estimated amount will be based on the number of working days, excluding any days for plant establishment, as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions. In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the quantity of time-related overhead eligible for payment will be based on the total number of working days as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule. The quantity of time-related overhead, as measured above, will be adjusted only as a result of suspensions and adjustments of time which revise the current contract completion date and which are also any of the following:

- 1. suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
 - a. suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations; or
 - b. suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract; or
 - c. any other suspensions mutually agreed upon between the Engineer and the Contractor.
- 2. extensions of time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications; or
- 3. reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

In the event a cost reduction proposal is submitted by the Contractor, and is subsequently approved by the Engineer, which provides for a reduction in contract time, the contract amount of time-related overhead associated with the reduction in contract time shall be considered as a net savings in the total cost of time-related overhead. The Contractor will be paid 50

percent of the estimated net savings of the time-related overhead, in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

If the quantity of time-related overhead, measured as specified in this special provision, exceeds 149 percent of the number of working days specified in the Engineer's Estimate, the Contractor shall, within 60 calendar days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination shall determine if the rates of field and home office overhead:

- 1. are allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31:
- 2. are adequately supported by reliable documentation; and
- 3. related solely to the project under examination.

Upon the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer elects, or if requested in writing by the Contractor, contract item payments for time-related overhead, in excess of 149 percent of the number of working days designated in the Engineer's Estimate, will be adjusted to reflect the actual rate.

The cost of performing an audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination in conformance with the provisions of Section 9-1.03B, "Work performed by Special Forces or Other Special Services" of the Standard Specifications, and paying to the Contractor one-half of that cost.

The contract price paid per working day for time-related overhead shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in time-related overhead, complete in place, including all field and home office overhead costs incurred by the Contractor and by any joint venture partner, subcontractor, supplier or other party associated with the Contractor, and the Contractor's share of costs of audits of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer. The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to time-related overhead.

Full compensation for additional overhead costs involved in the performance of extra work at force account shall be considered as included in the markups specified in "Force Account Payment," of these special provisions.

Full compensation for additional overhead cost involved in performing additional contract item work that is not a controlling operation and for all overhead, other than the time-related overhead measured and paid for as specified in this section "Overhead", shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the number of working days to be paid for time-related overhead in each monthly partial payment will be the number of working days, specified above to be measured for payment, that occurred during that monthly estimate period. The amount earned per working day for time-related overhead shall be either the contract item price, or 20 percent of the original total contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions, whichever is the lesser.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the total contract item price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

10-1.04 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

10-1.05 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

Copies of the Handbook are also available for review at Department of Transportation, Construction Office, Room 244, 120 Spring Street, Los Angeles, California 90012.

The Contractor shall know and fully comply with the applicable provisions of the Handbook and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions in this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, and these special provisions.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer.

Within 5 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 3 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 3 days of receipt of the Engineer's comments. The Engineer will have 3 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The WPCP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

The WPCP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. Nonstorm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the WPCP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in conformance with the procedure specified in the Handbook.

The WPCP shall include, but not be limited to, the following items as described in the Handbook:

- A. Project description and Contractor's certification;
- B. Project information;
- C. Pollution sources, control measures, and water pollution control drawings; and
- D. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the onsite WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions and amendments at the project site.

WPCP IMPLEMENTATION

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between November 1 and March 15.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, not later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be not more than 1.9 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Throughout the winter season, soil-disturbed areas on the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for sediment tracking, wind erosion, nonstorm water management, and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

MAINTENANCE

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm:
- B. After all precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24-hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

PAYMENT

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Those control measures which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained and water pollution is adequately controlled, as determined by the Engineer.

10-1.06 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.07 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Approved Traffic Products" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444
	1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133
	1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Approved Traffic Products" of these special provisions.

10-1.08 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Portable Changeable Message Signs", "Public Safety", "Replace Concrete Pavement" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

In addition to the provisions set forth in "Public Safety" of these special provisions, whenever work to be performed on the freeway traveled way (except for grinding operation; saw-cutting concrete slabs, saw cutting and installing loop detectors with a truck mounted attenuator (TMA) as a shadow vehicle and the work of installing, maintaining and removing traffic control devices) is within 1.8 m of the adjacent traffic lane, the adjacent traffic lane shall be closed.

Personal vehicles of the Contractor's employees shall not be parked within the freeway right of way. The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the freeway shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed as shown on the plans.

Except as otherwise provided in these special provisions, freeway lanes and connectors shall be closed only during the hours shown on Charts 1 through 45 included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

When removing and replacing concrete slabs, the Contractor shall schedule his operations in conformance with the hours and requirements shown on Table A through Table K in place of Charts 2 through 19. The Contractor shall place a Special "WET CONCRETE" sign in front of newly poured concrete pavement during cure period.

When a designated legal holiday falls between and including Thursday and the following Tuesday, no work will be permitted during the intervening weekend for concrete pavement replacement.

Except as otherwise provided in these special provisions, ramps may be closed as shown on Charts 46 through 121. The Contractor may be allowed to close the off-ramp at northbound Glendale Blvd.; northbound Sunset Blvd.; northbound Van Nuys Blvd.; southbound Western Ave. and southbound Coldwater Canyon for an extended period of time for the purpose of constructing ramp termini structural section. Such extended period of time shall begin at 10:00 p.m. Friday to 5:00 a.m. the following Monday. When these ramps are closed, the Contractor shall place a portable changeable message sign, 500 meters in advance of the gore point of the off-ramp upstream of traffic flow to the ramp being closed with the message:

"NAME OF RAMP / BLVD OR STREET OR ROAD / EXIT -- CLOSED / AHEAD"

The Metropolitan Transportation Authority (MTA) bus officials shall be notified a minimum of 10 working days prior to closing the bus lanes and ramps to do any work on or adjacent to said bus lanes. MTA officials may be contacted by telephone during normal weekday work hours at (213) 922-4632.

No two consecutive on-ramps or consecutive off-ramps in the same direction of travel shall be closed at the same time unless otherwise permitted by the Engineer.

If two or more consecutive on-ramps are permitted to be closed, the Contractor, at his expense, shall furnish and install special signs for entrance ramp closures (sign SP-4) as directed by the Engineer.

When an off-ramp is closed, the Contractor shall furnish and erect, as directed by the Engineer, a special sign for exit ramp closures (sign SP-3 or SP-5) as shown on the plans.

Special advance notice publicity signs (sign SP-1), as shown on the plans shall be posted as directed by the Engineer, a minimum of 7 days prior to the actual ramp or connector closure. When ramps are closed, public traffic shall be detoured as directed by the Engineer.

Furnishing, erecting, maintaining, and removing special portable freeway detour signs (sign SP-2) along the detour routes as directed by the Engineer shall be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Full compensation for furnishing, erecting, maintaining, and removing special signs for exit ramp closures (SP-3 or SP-5), special advance notice publicity signs (SP-1), and special "WET CONCRETE" (2100 MM X 900 MM, series "D" letter and black on orange) signs as shown on the plans or in these special provisions shall be considered as included in the contract lump sum price paid for traffic control system and no additional payment will be made therefor.

All aforementioned special signs shall become the property of the Contractor at the conclusion of this project and shall be removed from the worksite.

No work that interferes with public traffic on the local streets will be permitted between the hours of 6:00 a.m. and 9:00 a.m. and from 3:00 p.m. to 7:00 p.m., Mondays through Fridays, except otherwise provided herein.

On those days a special event is scheduled at the Los Angeles Coliseum, Staples Center, Dodger Stadium, Los Angeles Music Center, Hollywood Bowl, City of Hollywood for Xmas Day Parade and the Los Angeles Marathon, no work that encroaches onto the traveled ways shall be allowed from 3 hours before to 2 hours following the events, unless otherwise permitted by the Engineer.

No work shall be permitted on weekends from 3:00 p.m. Friday through 2:00 a.m. the following Monday when celebrations commemorating Cinco de Mayo or any parades or festivals are scheduled in the City of Los Angeles downtown area, unless otherwise permitted by the Engineer.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. All other modifications will be made by contract change order.

Chart No. 1 Lane Requirements and Hours of Work																								
Location: N/B Rte. 101 from Rte. 5 to Rte. 10																								
	a.m. p.m.																							
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Mondays through Thursdays	1	1	1	1	1		X	X	X												2	2	2	1
Fridays	1	1	1	1	1		X	X	X												2	2	2	1
Saturdays	1	1	1	1	1	1	1	2	2										2	2	2	2	2	2
Sundays	1	1	1	1	1	1	1	1	2	2													2	1
Working day before designated legal holiday	1	1	1	1	1		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
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Fridays	1	1	1	1	1		X	X	X	X	X	X	X	X	X	X	X	X				3	3	2
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Sundays	2	2	1	1	1	1	2	2	3														3	2
Working day before designated legal holiday	1	1	1	1	1		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
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Legend* - Traffic lanes which are outside of the through traffic lanes and are delineated with a double line of pavement markers as shown on "Pavement Markers and Traffic Lines Detail 37 series," may be closed at the same time as through traffic lanes, are permitted to be closed.

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Fridays	1	1	1	1	1		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Saturdays	2	1	1	1	1	1	2		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Sundays	2	1	1	1	1	1	2	2	2		X	X	X	X	X	X	X	X	X	X	X	X		2
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Fridays	2	1	1	1	1	3		X	X	X	X	X	X	X	X	X	X	X	X	X	X			3
Saturdays	3	2	2	1	1	1	2	3					X	X	X	X	X	X	X	X	X			3
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Saturdays	3	2	2	1	1	1	3	3			X	X	X	X	X	X	X	X	X	X				
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Saturdays	3	2	2	1	1	1	2	3	3	4	4	4	4						4	4	4	4	4	4
Sundays	3	2	2	1	1	1	1	2	2	3	3	4	4	4				4	4	4	4	4	3	2
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Working day before designated legal holiday	2	1	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
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Saturdays	2	2	1	1	1	1	2	3			X	X	X	X	X	X	X				3	3	3	3
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Working day before designated legal holiday	2	1	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
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time as through traffic lanes, except as otherwise provided in this section.

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Fridays	2	1	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		4	3
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Sundays	3	2	2	1	1	1	2	2	3	4		X	X	X	X	X	X	X	X	X		4	3	2
Vorking day before designated legal holiday	2	1	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
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Saturdays	1	1	1	1	1	1	2	3			X	X	X	X							3	2	2	2
Sundays	1	1	1	1	1	1	1	1	2	3	3									3	3	2	2	1
Working day before designated legal holiday	1	1	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Legend: 1 Provide at least one through 2 Provide at least two through 3 Provide at least three through No lane closure permitted; w X No lane closure permitted; no	free	ewa eew	ay l zay	ane lan	es o	pen ope	in o	dire dir	etic ecti	on o	of tr	ave	el /el	ire i	free	ewa	ıy l	ane	e clo	osui	rre			
REMARKS: Number of Through T	`raf	fic	Lar	nes	- 4	*																		
Legend* - Traffic lanes which are	OUI	cid	a c	f th	na f	hro	uah	tro	fic	lar	100	an/	1 0+	o d	مانه	1001	- od	****	th r	. de	nıb.	ا ما	ine	of

	I.a	ne	Re	ดมเ			rt N its a			urc	of	W	ork											
Location: S/B Rte 101; Topanga Ca				_							01	**	OIK											
, 1 5							m.											p.1	m.					
FROM HOUR TO HOUR 1	2	1	2	3	4	5	6	7	8 9	9 1	0 1	1 1	2	1 2	2 3	3 4	4 5		5 7	7 8	3 9) 1	0 1	1 1 12
Mondays through Thursdays	1	1	1	1	2		X	X	X	X	X	X	X	X	X	X	X	X	X		4	4	3	2
Fridays	1	1	1	1	1	2	X	X	X	X	X	X	X	X	X	X	X	X	X	X		4	4	3
Saturdays	2	1	1	1	1	2	3		X	X	X	X	X	X	X	X	X	X	X	X				3
Sundays	2	2	1	1	1	1	2	3	4		X	X	X	X	X	X	X	X	X	X		4	3	2
Working day before designated legal holiday	1	1	1	1	2		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Provide at least one through Provide at least two through Provide at least three through Provide at least four through No lane closure permitted; w X No lane closure permitted; no	free	eewa ew c pe	ay layay ay layay	lane	es o d an	oper oper nyv	n in o	dire dire dire	ection ec	on consion	of tr	ave trav	el vel el	ire :	free	ewa	ay 1	ane	e cle	osu	re			
REMARKS: Number of Through T	raf	fic	Lar	nes	- 5	*																		
Legend* - Traffic lanes which are payement markers as shown on "Pa							_																	

	La	ne	Re	qui			rt N its a			urs	of	W	ork											
Location: S/B Rte 101; Rte. 405 Of	f-C	Con	nec	tor	to :	N/E	3 Rt	e. 4	05 (On-	-Co	nne	ecto	r										
						a.	m.											p.1	m.					
FROM HOUR TO HOUR 1	2	1	2	3	4	5	6 ′	7	8 9	9 1	0 1	1 1	2	1 2	2 3	3 4	1 5	5 6	5 °	7 8	3 9	1	0 1	1 12
Mondays through Thursdays	1	1	1	1	1	3		X	X	X	X	X	X	X	X	X					3	3	2	1
Fridays	2	1	1	1	1	3	X	X	X	X	X	X	X	X									3	3
Saturdays	2	1	1	1	1	1	2	3		X	X	X	X	X	X	X	X	X	X	X		3	3	2
Sundays	2	1	1	1	1	1	2	2	3	3			X	X	X	X	X				3	3	2	1
Working day before designated legal holiday	1	1	1	1	1		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Legend: 1 Provide at least one through: 2 Provide at least two through 3 Provide at least three through No lane closure permitted; w X No lane closure permitted; no	free	ewa eew	ay l zay rmi	ane lan	es o	pen ope	in o	dire dir	ection	on o	of tr	ave trav	el vel	ire	free	ewa	ıy l	ane	e cle	osu	re			
REMARKS: Number of Through T	raf	fic	Lar	nes	- 4	*																		
Legend* - Traffic lanes which are pavement markers as shown on "Pa							_																	

pavement markers as shown on "Pavement Markers and Traffic Lines Detail 37 series," may be closed at same time as through traffic lanes, except as otherwise provided in this section.

	La	ne l	Re	qui			rt N its a			urs	s of	W	ork											
Location: S/B Rte 101; N/B 405 Or				•																				
						a.	m.											p.i	m.					
FROM HOUR TO HOUR 1	2	1 :	2	3	4	5			_	_		_	2	-	2 3		_		5 7	7 8	3 9	1	0 1	1 12
Mondays through Thursdays	2	1	1	1	1	3		X													4	4	3	2
Fridays	2	1	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	4	4	3	3
Saturdays	2	1	1	1	1	2	2	3		X	X	X	X	X	X	X	X	X	X	X	4	4	4	3
Sundays	3	2	1	1	1	1	2	2	3	4		X	X	X	X	X	X	X	X		4	4	3	2
Working day before designated legal holiday	2	1	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2 Provide at least two through: 3 Provide at least three through 4 Provide at least four through No lane closure permitted; w X No lane closure permitted; no	fre ork	eew ewa	ay l	lar lane	ies es c	ope per	en in n in wher	dire	ection	ion on d	of to	trav rav	vel el	ire :	free	ewa	ıy l	ane	e clo	osu	rre			
REMARKS: Number of Through Tr	rafi	fic l	Lar	nes	- 5 ¹	*																		
					-																			

·	4/1	Lane Requirements and Hours of Work Location: S/B Rte 101; Rte. 101/134/170 to Highland Ave.																						
EDOM HOUD TO HOUD	a.m. p.m.																							
FROM HOUR TO HOUR 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 1																		p.ı	n.					
	2	1	2	3 -	4 :	5 (6 ′	7	8 9	9 1	0 1	1 1	2	1 2	2 3	3 4	1 5	5 6	5 7	7 8	9	1	0 1	1 12
Mondays through Thursdays	1	1	1	1	1	4	X	X	X	X	X									4	3	3	3	2
Fridays	1	1	1	1	1	3	X	X	X	X	X							X	X		4	4	3	3
Saturdays 2 1 1 1 2 2 3 4 4 4 4 4 4 4 4 4 3 3 Sundays 2 1 1 1 1 2 2 3 4 4 4 3 3															4	3								
Sundays 2 1 1 1 1 2 2 3 4 4 3 3															3	2								
Working day before designated legal 2 1 1 1 1 4 X X X X X X X X X X X X X X X															X	X								
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2 Provide at least two through a Provide at least three through Provide at least four through No lane closure permitted; we will be a permitted in the No lane closure permitted; we will be a permitted in the No lane closure permitted; no	fre fork	eew ewa	vay ay l	lan lane	es o	ope per nyw	n in n in vher	diredired	ection	on o	of to	trav rav	vel el	ire :	free	ewa	ny l	ane	: clo	osu	re			
REMARKS: Number of Through T	`raf	fic	Lar	nes	- 5 ³	*																		

]	Laı	ne l	Rec	uii			rt N ts a			our	s of	f W	orl	K										
Location: S/B Rte 101; Highland A				•																				
						a.1	n.											p.1	m.					
FROM HOUR TO HOUR 1	2	1	2	3	4	5	6 ′	7	8 9	9 1	0 1	1 1	2	1 2	2 (3 4	1 5	5 (5 7	7 8	3 9) 1	0 1	1 12
Mondays through Thursdays	2	1	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X		3	3	3	3
Fridays	2	1	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			3
Saturdays	3	2	2	2	1	2	2	3		X	X	X	X	X	X	X	X	X	X	X	3	3	3	3
Sundays	3	3	2	1	1	1	2	2	3	3											3	3	3	2
Working day before designated legal holiday	2	1	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2 Provide at least two through 3 Provide at least three through No lane closure permitted; w X No lane closure permitted; no	n fr	eew x pe	/ay rm	lar itte	ies d ai	ope nyv	en ii	n di re t	rec	tioi do	n of	f tra	avel		e fro	eew	ay ay	lan	ne c	losi	ure			
REMARKS: Number of Through T Legend* - Traffic lanes which are pavement markers as shown on "Pa time as through traffic lanes, except	out	side mer	e o	f th Aar	e tł ker	ıroı s aı	nd T	Γra	ffic	Liı	nes	De	etail											

	Laı	ne 1	Rec	ıuiı			rt N ts a			our	s of	f W	orl/	k										
Location: S/B Rte. 101; Vermont A				•									-											
						a.1	m.											p.1	m.					
FROM HOUR TO HOUR	2	1	2	3	4	5	6	7	8 9	9 1	0 1	1 1	2	1 2	2 :	3 4	1 5	5 (5 7	7 8	3 9	1	0 1	1 1
Mondays through Thursdays	2	2	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			3
Fridays	2	2	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Saturdays	3	3	2	1	1	2	3	3		X	X	X	X	X	X	X	X	X	X					
Sundays	3	2	2	2	1	1	1	2	3			X	X	X	X	X	X	X	X	X				3
Working day before designated legal holiday	2	2	1	1	1	3	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Provide at least one through Provide at least two through Provide at least three through No lane closure permitted; w X No lane closure permitted; no	free	ewa eew k pe	ay l vay erm	ane lar	es o	pen ope	n in en in vhe	dir n di re t	rec hat	ion tion do	of to	trav	vel avel req	uire	e fro	eew	⁄ay	lan	ne c	los	ıre			
REMARKS: Number of Through T	`raf	fic	Laı	nes	- 4	*																		
Legend* - Traffic lanes which are pavement markers as shown on "Pa							_																	

pavement markers as shown on "Pavement Markers and Traffic Lines Detail 37 series," may be closed at same time as through traffic lanes, except as otherwise provided in this section.

1	Lar	ne l	Rec	uii	C		rt N ts a			our	s of	f W	orl	ζ.										
Location: S/B Rte. 101; Rte. 110 Of				_																				
						a.ı	n.											p.1	m.					
FROM HOUR TO HOUR 1	2	1	2	3	4 :	5	6 ′	7	8	9 1	0 1	1 1	2	1 2	2 3	3 4	1 5	5 (5 7	7 8	3 9) 1	0 1	1 12
Mondays through Thursdays																	2							
															X	X								
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Sundays 2 2 1 1 1 1 1 2 2 2 X X X X X X X X															X	X								
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Legend: 1 Provide at least one through a provide at least two through a least two thr	free ork	ewa pe	rm rm	ane itte	es o	pen 1yv	in vhe	dir re t	ecti hat	ion do	of t	trav not	⁄el req		e fro	eew	⁄ay	lan	ne c	losi	ure			
REMARKS: Number of Through T	raf	fic	Laı	nes	-3																			

1	Laı	ne I	Rec	ıuiı		hai ien				our	s of	W	orl'	K										
Location: S/B Rte. 101; Rte. 110 Or																								
						a.ı	n.											p. 1	m.					
FROM HOUR TO HOUR	2	1 2	2	3	4	5 (6 ′	7	8 9	9 1	0 1	1 1	2	1 :	2 3	3 4	1 5	5 (5 î	7 8	3 9	1	0 1	1 1
Mondays through Thursdays	2	1	1	1	1	2	3							X	X	X	X	X	X	X				3
Fridays	Saturdays 2 2 1 1 1 1 2 3 3																3							
Sundays 2 1 1 1 1 1 2 2 3 3 3 X X X X X 3 3																3								
Sundays 2 1 1 1 1 1 2 2 3 3 3 X X X X X 3 3															3	2								
Vorking day before designated legal 2 1 1 1 1 2 3 X X X X X X X X X X X X X X X X X X															X	X								
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Legend: 1 Provide at least one through 2 Provide at least two through 3 Provide at least three through No lane closure permitted; w	free	ewa eew	ıy 1 ⁄ay	ane lan	es o	pen ope	in n in	dir n di	ecti rec	on tio	of t	trav Etra	æl avel		e fro	eew	⁄ay	lar	ne c	los	ure			
X No lane closure permitted; no							n sc	outh	ibo	unc	l ro	adv	vay											
REMARKS: Number of Through T	raf	fic	Lai	100	_4*	:																		

	Laı	ne I	Rec	ruir				lo.		our	s of	· W	orl/	K											
Location: S/B Rte. 101; Rte. 10 to I				1 4-1-1									-	<u>-</u>											_
						a.r	n.											p.:	m.						
FROM HOUR TO HOUR	12	1	2	3	4 :	5 (6 ′	7 :	8 9	9 1	0 1	1 1	2	1 :	2 :	3 4	1 5	5 (6 ′	7 8	3 9	1	0 1	1 1	2
Mondays through Thursdays	1	1	1	1	1	2			2	2	2	2				X	X	X				2	2	2	
Fridays	Fridays 1 1 1 1 1 2 2 2 2 2 2 X </td <td>2</td> <td>2</td> <td></td>															2	2								
Saturdays 2 2 1 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2															2	2									
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Sundays 2 2 1 1 1 1 1 1 1 2 2 2 2 2 2 2 2 2 2															X	X									
															X	X									
Legend: 1 Provide at least one through 2 Provide at least two through No lane closure permitted; w X No lane closure permitted; n REMARKS: Number of Through 7	free ork	ewa c pe	rm re	ane itte	es o	pen nyw	in whe	dire	ecti hat	on do	of t	trav not	⁄el req		e fr	eew	⁄ay	lar	ne c	llos	ure				

Conne	o t	I		. a E	_			lo. 2		nd	Ц		vc. 64	e vx	Zon'	l,									
Location: Northbound Route 5 to n								em	s a	III	п	Jui	S 01	L VV	OI.	<u> </u>									
						a.1	n.											p	.m	١.					
FROM HOUR TO HOUR	2	1	2	3	4	5	6	7 8	3	9	10 1	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X																		7	X	X
Fridays	X	X	X	X	X																T		7	X	X
Saturdays	X	X	X	X	X	X	X																7	X	X
Sundays	X	X	X	X	X	X	X	X																	X
Day before designated legal holiday	X	X	X	X	X																T				
Designated legal holidays																			Ì		\top				
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	cto	r la	ne c	los	sur	e														
REMARKS: Detour traffic onto westbound Rout 101. Place a portable changeable m St. with the message: "N 101 / EXI	iess	sage	e si	gn	on	the	rig	ht s	ho	uld	er c	of r	ort	hbo	un										na

Conne	ecto	or l	Lan	e F	_			lo. ent		nd	Но	ur	s of	f W	or!	k									
Location: Westbound Route 60 to 1																									
						a.1	n.											Ī	o.m	1.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9 :	10 1	1	12	1	2	3	4	5	6	7	8	9	10	0 1	1 12
Mondays through Thursdays	X	X	X	X	X	X															7	X	X	X	X
Fridays	X	X	X	X	X	X															7	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X													7	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X													T		X	X
Day before designated legal holiday	X	X	X	X	X	X																T			
Designated legal holidays																						T			
Legend: X Connector may be closed Work permitted that does not remain the control of westbound Route of westbound Route 60, between the USE / WEST 10 TO / N 110".	10 I	Free	ewa	ıy.	Pla	ce a	a po	orta	ble	ch	ang					_	_				_				

Conne	ecto	r I	_ _an	e F	_	haı uir				nd	Ho	urs	s of	w	ork									
Location: Northbound Route 101 to																								
						a.ı	n.											p.1	m.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8 9	9 1	0 1	1 1	2	1	2 :	3 4	1 5	5 6	5 7	7 8	3 9	1	0 1	1 12
															X	X								
															X									
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does not REMARKS:	ot re	equ	ire	cor	nne	ctoi	r laı	ne (elos	sure	;													
Detour traffic to exit at Alameda St 10. Place a portable changeable me meters upstream of 1st St. with the ST".	essa	ige	sig	n o	n tł	ne r	igh	t sh	oul	der	of	no	rtht	ou	nd :	Rou	ite	101	l Fı	eev	vay	, 50	00	

Conne	ecto	or l	Lan	e F	_			lo. ent		ıno	d F	Iot	ırs	s of	w	or	k									
Location: Northbound Route 101 to	o no	orth	ıboı	und	l Ro	oute	e 10)1																		
						a.1	n.													p.n	1.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	1 1	2	1	2	3	4	5	6	7	8	} 9) 1() 11	12
Mondays through Thursdays	X	X	X	X	X																					X
Fridays	X	X	X	X	X																					X
Saturdays	X	X	X	X	X	X	X																			
Sundays	X	X	X	X	X	X	X	X													T					
Day before designated legal holiday	X	X	X	X	X																					
Designated legal holidays																										
Legend: X Connector may be closed Work permitted that does not read that does not read that does not read that the second read that t	amj	p; v ign	vest	t to	Ala e rig	ame	eda sho	St.	; n	or	th t	rth	ıbo	oun	d F	lou	ite							•		0

Conne	ecto	or I	_ _an	e F	_			lo. ent		ınd	Н	our	s o	f W	/or	k								
Location: Westbound Route 10 to r																								
						a.ı	n.											p	.m					
FROM HOUR TO HOUR	2	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11 12
Mondays through Thursdays	X	X	X	X	X																			X
Fridays	X	X	X	X	X																			X
Saturdays	X	X	X	X	X	X																		X
Sundays	X	X	X	X	X	X	X	X																X
Day before designated legal holiday																								
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	ctoi	r la	ne (clo	sur	e													
REMARKS: Detour traffic to exit at Mission Roramp to northbound Route 101 Free westbound Route 10 Freeway by th AT / MISSION / ROAD".	wa	y.	Pla	ce	a p	orta	ble	ch	an	gea	ble	me	essa	ige	sig	n c	n t	he i	me	dia	n s	hou	ıldeı	of

Conne	ecto	or l	Lan	e F	•	haı uir	• •		_~	nd	Но	ur	s of	f W	or	k									
Location: Southbound Route 101 to	o ea	istb	oui	nd l	Rou	ite	10																		
						a.ı	n.											p	.m	١.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8 9	9	10 1	1	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X																			7	X
Fridays	X	X	X	X	X																			7	X
Saturdays	X	X	X	X	X	X																		2	X
Sundays	X	X	X	X	X	X	X	X	X												T			T	
Day before designated legal holiday																					T			T	
Designated legal holidays																					T			T	
Legend: X Connector may be closed Work permitted that does not remain the message of the messa	. Rd	l. o	ff-ra	am _j	p; s	trai ght	ght sho	t ah	ead	l to	the	thb	our	nd F	lοι	ite	101	F	ree	wa	y b	y tł			

Conne	ecto	or I	_an	e F	_	haı uir				nd	Но	ur	s of	W	or]	k									
Location: Northbound Route 101 to	o no	orth	boı	und	l an	d s	out	hbc	unc	l R	out	e 1	10												
						a.1	n.											Ī	o.m						
FROM HOUR TO HOUR	2	1	2	3	4	5	6	7	8 9	9 1	10 1	1	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X																		Σ	X 2	K
Fridays	X	X	X	X	X																		Σ	χ Σ	X
Saturdays	X	X	X	X	X	X	X	X																Σ	X
Sundays	X	X	X	X	X	X	X	X	X														Σ	χ Σ	X
Day before designated legal holiday	X	X	X	X	X																				
Designated legal holidays																									
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	cto	r la	ne (elos	sure	e														
REMARKS: Detour traffic to continue northbour Bellevue Ave.; south on Glendale E portable changeable message sign of the message: "RTE 110 / EXITS / 0	Blvo n t	d.; v he 1	ves igh	t oi it sl	n Pa	alo lde	Alt r of	to S f N	t. to B I	o tł Rte	ne o . 10	n-1	ram at L	p to	o S. An	/B	10	1 F	ree	wa	y.	Pla	ce a		

Conno	ecto	or l	_ _an	e F	_	haı uir			_~	nd	Но	ur	s of	f W	orl	k								
Location: Northbound Route 110 to																								
						a.ı	n.											p	.m.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8 9	9 1	10 1	l 1	12	1	2	3	4	5	6	7	8	9	10 1	1 12
Mondays through Thursdays	X	X	X	X	X	X																		X
Fridays	X	X	X	X	X	X																		
Saturdays	X	X	X	X	X	X	X																	
Sundays	X	X	X	X	X	X	X	X	X														X	X
Day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																				T				
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	ctoi	r la	ne (elos	sure	e													
REMARKS: Detour traffic to southbound Route northbound Route 101 Freeway. Pl northbound Route 110 by 9th St. wi BROADWAY".	lace	e a j	por	tab	le c	har	ige	able	m	ess	age	si	gn (on t	he	rig	ht s	sho	uld	er	isla	nd		

Comm	0.04:	T		., т	_			lo.		d	TT.		a o 1	• **	I								
Location: Southbound Route 110 to					_				sa	na	но	ur	S 01	VV	ОГІ	<u> </u>							
						a.ı	n.											p.:	m.				
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8 9	9 1	10 1	1	12	1	2	3	4 :	5 (6 7	7 8	9	10	1 11 12
Mondays through Thursdays	X	X	X	X	X	X															Σ	X	X
Fridays	X	X	X	X	X	X																X	X
Saturdays	X	X	X	X	X	X	X															X	X
Sundays	X	X	X	X	X	X	X	X	X													X	X
Day before designated legal holiday	X	X	X	X	X	X																	
Designated legal holidays																							
Legend: X Connector may be closed Work permitted that does not REMARKS: Detour traffic to southbound Route northbound Route 101 Freeway. P.	10	1 F	reev	way	y to	ex	it at	t Bı	oac	dwa	ay c											hbo	und

Conne	acte	\r I	ดท	ω L	_			lo.		nd	Нс	1112	. of	13 7	orl	,								
Location: Southbound Route 110 to									s a	IIu	110	urs	5 01	vv	OIF									
						a.ı	n.											p.	.m.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	3 9	9 1	0 1	1 1	12	1	2	3	4	5	6	7	8	9 1	0 1	1 12
Mondays through Thursdays	X	X	X	X	X																		X	X
Fridays	X	X	X	X	X																	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X												X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X													X	X
Day before designated legal holiday	X	X	X	X	X																			
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	ctoi	r laı	ne (clos	sure	;													
REMARKS: Detour traffic to northbound Route south on Glendale Blvd.; west on P portable changeable message sign of Way on-ramp with the message: "S	alo on t	Ali he i	to S righ	St. t nt sl	o th	ne c	n-r r of	am f so	p to uth	o so bou	uth ind	bo Ro	und oute	Ro 11	oute 0 a	e 10 t th)1 I ie g	Fre ore	ewa e po	ay. oint	Pl	ace	a	m

Conne	ecto	or I	Lan	e F	_			lo. ent		ınd	Н	our	s o	f V	Vor	·k									
Location: Southbound Route 101 to	o no	orth	boı	und	l an	d s	out	hbc	un	d F	Rou	te 1	110												
						a.ı	n.												p.n	n.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X																				
Fridays	X	X	X	X	X																	ĺ			
Saturdays		X	X	X	X	X																			
Sundays		X	X	X	X	X	X	X																	
Day before designated legal holiday	X	X	X	X	X																				
Designated legal holidays																									
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	ctoi	r la	ne o	clo	sur	e														
REMARKS: Detour traffic to continue south on 101. Place a portable changeable m Glendale Blvd./Union Ave. off-ram BROADWAY".	ness	sage	e si	gn	on	the	isla	and	of	so	uthl	bot	ınd	Ro	ute	10)1 a	at t	he	gor	e p	oin	t of		

				_	_			lo.	_		T T			***										
Location: Northbound Route 110 to									s a	nd	Ho	urs	s of	W	orl	ζ								
Location. Northbound Route 110 to	<i>J</i> 30	, uti	100	unc	. 1	a.1		,1										n	m					
FROM HOUR TO HOUR	l 12	1	2	3	4			7	8 9	9 1	0 1	 1 1	12	1	2	3	4	•	.m. 6	7	8	9 1	0 1	 1 12
Mondays through Thursdays	X	X	X	X											_				Ť	Ť	Ť	ĺ	X	X
Fridays	X	X	X	X	X																	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X												X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X													X	X
Day before designated legal holiday	X	X	X	X	X																			
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	ctoi	r laı	ne o	clos	ure	;													
REMARKS: Detour traffic to northbound Route south on Glendale Blvd.; west on P portable changeable message sign of the message: "S 101 / EXIT / CLO	alo on t	Alt	to S righ	st. t nt sl	o th	ne c	n-r r is	am lan	p to	so f no	outh orth	bo boi	und und	l Ro	out	e 10)1 I	Fre	ewa	ay.	Pl	ace	a	⁄ith

Conne	ecto	or I	_ _an	e F	_			lo. ent		nd	Но	ur	s o	f V	Voi	rk									
Location: Northbound Route 101 to																									
						a.ı	n.												p.n	n.					
FROM HOUR TO HOUR	2	1	2	3	4	5	6	7	8	9	10 1	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X																				
Fridays	X	X	X	X	X																				
Saturdays		X	X	X	X	X																			
Sundays		X	X	X	X	X	X																		
Day before designated legal holiday	X	X	X	X	X																				
Designated legal holidays																									
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	ctoi	r la	ne o	clos	sure	e														
REMARKS: Detour traffic to exit at Vineland A ramp to westbound Route 101. Plac Route 101 at the Universal Center I VINELAND".	ce a	a po	orta	ble	cha	ang	eat	ole 1	me	ssa	ge s	sig	n o	n th	ne 1	righ	it s	hou	ıld	er o	f n	ort	hbo	un	1

Conr	ecto	or I	_ _an	e F	_			lo. ent		nd	Но	ur	s o	f W	or	k								
Location: Northbound Route 101																								
						a.ı	n.											p	.m.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8 9	9 1	10 1	11	12	1	2	3	4	5	6	7	8	9	10 1	11 12
Mondays through Thursdays	X	X	X	X	X	X																		
Fridays	X	X	X	X	X	X																		
Saturdays		X	X	X	X	X	X																	
Sundays		X	X	X	X	X	X	X	X															
Day before designated legal holiday	/ X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does r REMARKS: Detour traffic to exit at Vineland A												to	nor	thb	oui	nd]	Roi	ıte	170	——).]	Plac	ce a		

Conno	ecto	or l	Lan	e F	_	haı uir				ınd	He	our	s o	f W	or	k								
Location: Southbound Route 101 to	o sc	outl	ıbo	unc	l Ro	oute	e 10)1																
						a.ı	m.											p	m.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11 12
Mondays through Thursdays	X	X	X	X	X																			
Fridays	X	X	X	X	X																			
Saturdays	X	X	X	X	X																			
Sundays		X	X	X	X	X	X																	X
Day before designated legal holiday	X	X	X	X	X																			
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does not REMARKS:	ot re	equ	ire	cor	nne	ctoi	r la	ne	clo	sur	re													
Detour traffic to exit at Laurel Cany the on-ramp to southbound Route 1 eastbound Route 101 at the Coldwa DETOUR / LAUREL / CYN".	01.	P	lace	a j	port	tabl	le c	har	nge	abl	e m	ies	sage	e sig	gn (on	the	rig	ght s	shc	ulc	ler		to

Conne	ote	v I	on	I	_		rt N			nd	Ц	\11P	•c 0	e vx	or	l,									
Location: Southbound Route 101 to					_				ls a	III	П	uı	S 0.	L VV	OF	K									
						a.1	m.											F	.m						\top
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X																				
Fridays	X	X	X	X	X																				
Saturdays		X	X	X	X	X																			1
Sundays		X	X	X	X	X	X																		1
Day before designated legal holiday	X	X	X	X	X																				1
Designated legal holidays																									1
Legend: X Connector may be closed Work permitted that does not REMARKS:	ot re	equ	ire	cor	nne	cto	r la	ne (clos	sur	e														
Detour traffic south on Route 101 to eastbound Route 134. Place a por 101 Freeway at the Laurel Canyon TO / VINELAND".	rta	ble	cha	ang	eab	le 1	mes	ssag	ge s	sigr	or	th	ie ri	ght	sh	oul	ldeı	r of	ea	stb	our	ıd I	Rou	te	

Conne	ecte	ır I	.an	e I				lo.		nd	Н	7111	•c n	f W	V 01	•k									
Location: Westbound Route 134 to									ى د	inu	110	Jui	. 5 0	1 1	7 01	I.N.									
						a.ı	n.												p.n	n.					
FROM HOUR TO HOUR	2	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X																			2	X
Fridays	X	X	X	X	X																				
Saturdays	X	X	X	X	X	X																			
Sundays	X	X	X	X	X	X	X	X													İ				
Day before designated legal holiday	X	X	X	X	X																				
Designated legal holidays																					İ				
Legend: X Connector may be closed Work permitted that does not REMARKS:	ot re	equ	ire	cor	nneo	ctoi	r laı	ne o	clo	sur	e														
Detour traffic north on Route 170 to on-ramp to westbound Route 101. Route 134 upstream of the Cahueng / N 170 TO / MAGNOLIA".	Pla	ce a	a po	orta	ble	ch	ang	geat	ole	me	essa	ge	sig	n o	n t	he i	rigl	nt s	sho	ulde	er (of v	vest	bou	nd

Conne	ecto	or I	Lan	e F	_			lo. ent	-	ınd	Но	our	s o	f W	or	k								
Location: Southbound Route 170 to																								
						a.ı	n.											p	.m					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10 1	11	12	1	2	3	4	5	6	7	8	9	10 1	1 12
Mondays through Thursdays	X	X	X	X	X																			X
Fridays	X	X	X	X	X																			X
Saturdays	X	X	X	X	X	X	X																	X
Sundays	X	X	X	X	X	X	X	X																X
Day before designated legal holiday	X	X	X	X	X																			
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	ctoi	r la	ne o	clo	sur	e													
REMARKS: Detour traffic to exit at Riverside D on-ramp to southbound Route 101. southbound Route 170 at Magnolia RIVERSIDE".	Pla	ace	a p	ort	abl	e cł	nan	gea	ble	m	essa	age	sig	gn c	n t	he	rig	ht s	ho	uld	er o	f		ne

X Connector may be closed Work permitted that does not require connector lane closure																									
Location: Northbound Route 101 to	o no	orth	ıboı	und	l an	d s	out	hbc	un	d F	Cou	te 4	105												
						a.ı	n.											F	.m	۱.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X																				
Fridays	X	X	X	X	X																				
Saturdays		X	X	X	X	X	X																		1
Sundays		X	X	X	X	X	X	X																	1
Day before designated legal holiday	X	X	X	X	X																				
Designated legal holidays																									
Work permitted that does no	ot re	equ	ire	cor	nne	ctoi	r la	ne o	clo	sur	e														
REMARKS: Detour traffic to exit and re-enter so northbound and southbound Route on northbound Route 101 in advance of CLOSED - DETOUR / USE / HAY	405 of th	5. F	Plac coni	e a	po	rtal	ole	cha	ng	eat	ole 1	nes	ssag	ge s	ign	or	th	e ri	igh	t sh	ou	lde	r of		

Conno	ecto	or I	Lan	e F	_			lo. ent			He	our	s o	f W	/or	k									
Location: Northbound Route 405 to																									_
						a.ı	n.											p	.m						Τ
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11 1	ι2
Mondays through Thursdays	X	X	X	X	X																				
Fridays	X	X	X	X	X																				
Saturdays		X	X	X	X	X																			
Sundays		X	X	X	X	X	X	X																	1
Day before designated legal holiday	X	X	X	X	X																				1
Designated legal holidays																									1
Legend: X Connector may be closed Work permitted that does not REMARKS:																									
Detour traffic to exit at Burbank Bl to northbound Route 101. Place a p 405 in advance of the Ventura Blvd / BURBANK".	ort	abl	e cl	han	gea	ıble	m	essa	age	si	gn o	on 1	the	rig	ht s	ho	uld	er (of n	ort	hbo	oun	d R	oute	•

Conne	ecto	or I	an	e F	_			lo. ent		nd	Ho	ıır	s of	f W	or'	k								
Location: Northbound Route 405 to					_										-									
						a.ı	n.											I	o.m	۱.				
FROM HOUR TO HOUR	2	1	2	3	4	5	6	7	8	9 1	0 1	11	12	1	2	3	4	5	6	7	8	9	10	11 12
Mondays through Thursdays	X	X	X	X	X	X																		
Fridays	X	X	X	X	X	X																		
Saturdays	X	X	X	X	X	X	X	X																
Sundays		X	X	X	X	X	X	X	X	X														X
Day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does not remain the control of the contr	/d.	off-	-ran	np	; nc	orth	on	Se	pul	vec	la F							-						

Conne	ecto	or I	Lan	ie F	_		rt N em			nd	Ho	urs	s of	w	orl	ζ.								
Location: Southbound Route 405 to															-									
						a.1	m.											p.	m.					
FROM HOUR TO HOUR	2	1	2	3	4	5	6	7	8	9 1	0 1	1 1	12	1	2	3	4	5	6	7	8 9	9 1	0 1	1 12
Mondays through Thursdays	X	X	X	X	X	X															X	X	X	X
Fridays	X	X	X	X	X	X																X	X	X
Saturdays	X	X	X	X	X	X	X	X															X	X
Sundays	X	X	X	X	X	X	X	X	X	X												X	X	X
Day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does not REMARKS: Detour traffic to exit at Burbank Bl-south to the on-ramp to northbound	vd.	off	-ra	mp	; fo	r no	orth	ıbo	und	tra	affic													vd.;
Blvd.; south to the on-ramp to south shoulder of southbound Route 405 CLOSED - DETOUR / USE / BUR	ıbo sou	unc th c	l Ro of tl	out	e 10	01.	Pl	ace	a p	ort	abl	e cl	han	gea	ıble	m	essa	age	sig	gn c	n tl	ne r	igh	

Conne	ecto	ır I	an	e F	_			lo. ent		nd	Hο	ur	s of	·w	'or	k								
Location: Southbound Route 405 to										II.u	110	ui,	3 01	. ,,	UI.									
						a.1	n.											p.	m.					
FROM HOUR TO HOUR	2	1	2	3	4	5	6	7	8 9	9 1	0 1	1	12	1	2	3	4	5	6 ′	7	8 9	1	0 1	1 12
Mondays through Thursdays	X	X	X	X	X	X														X	X	X	X	X
Fridays	X	X	X	X	X	X															X	X	X	X
Saturdays	X	X	X	X	X	X	X													X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X									X	X	X	X	X	X
Day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does not remain the control of the contr	vd.	off	-ra	mp	; w	est gn	to I	Ball the	ooa rig	Bl ht s	vd.;	uld	er (of s	out	thbo	oun	d 4	05 s	sou	th c	of th		

Conno	ecto	or I	_ _an	e F	_	haı uir				nd	Ho	ur	s of	· W	or]	k								
Location: Southbound Route 101 to																								
						a.ı	n.											p	.m.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8 9	9 1	10 1	1	12	1	2	3	4	5	6	7	8	9	10 1	1 12
Mondays through Thursdays	X	X	X	X	X																		X	X
Fridays	X	X	X	X	X																			X
Saturdays	X	X	X	X	X	X	X	X	X														X	X
Sundays	X	X	X	X	X	X	X	X	X														X	X
Day before designated legal holiday	X	X	X	X	X																			
Designated legal holidays																							1	
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	ctoi	r la	ne (elos	sure	e													
REMARKS: Detour traffic to exit and re-enter no southbound Route 405. Place a por 101 in advance of the connectors to VAN NUYS".	tab	le c	hai	nge	abl	e m	iess	sage	e sig	gn	on 1	the	rig	ht s	sho	uld	er (of s	out	hb	our	ıd I		

Conne	ecto	ır I	an	ωĪ	_	hai				nd	Нο	m	s of	W	ork									
Location: Southbound Route 101 to									s a	IIu	110	urs	5 01	**	OI K									
						a.ı	n.											p.	m.					
FROM HOUR TO HOUR	2	1	2	3	4	5	6	7	8 9	9 1	0 1	1 1	12	1 :	2 3	3 4	4 :	5	6 ′	7 8	3 9	1	0 1	1 12
Mondays through Thursdays	X	X	X	X	X	X															X	X	X	X
Fridays X X X X X X X X X X X Saturdays X X X X X X X X X X X X X X X X X X X															X	X								
Saturdays	X	X	X	X	X	X	X	X	X	X										X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X
Day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Connector may be closed Work permitted that does no	ot re	equ	ire	cor	nne	ctoi	r laı	ne o	clos	sure	;													
REMARKS: Detour traffic to exit and reenter no northbound Route 405. Place a por 101 in advance of the connector to VAN NUYS".	tab	le c	hai	ıge	abl	e m	ess	age	sig	gn o	on t	he	righ	it s	hou	lde	er o	f so	outh	ıbo	und			

Rar	np	La	ne	Red	_			lo.		Н	our	s o	f W	/orl	k									
	-				•						-													
						a.ı	n.											p.1	m.					
FROM HOUR TO HOUR	TO HOUR 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10 11 12 1 2 1 2 3 4 5 6 7 8 9 10															0 1	1 12							
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Ramp Lane Requirements and Hours of Work Location: Northbound Route 101 Offramp To Melrose Ave. a.m. p.m.																							
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Mondays through Thursdays	Mondays through Thursdays X X X X X X X X X X X X X X X X X X X																						
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Working day before designated legal holiday	X	X	X	X	X	X																	
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REMARKS:																							

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Ramp Lane Requirements and Hours of Work Location: Northbound Route 101 Onramp From Normandie Ave. a.m. p.m.																						
a.m. p.m. FROM HOUR TO HOUR 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11																						
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Mondays through Thursdays X X X X X X X X X X X X X X X X X X X															X							
Fridays	X	X	X	X	X	X				X	X	X	X	X					X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X									X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X									X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																
Designated legal holidays																						
Legend: X Ramp may be closed Work permitted anywhere th REMARKS:	at c	loes	s no	ot re	equ	ire	ran	np]	ane	e cl	osu	re	•	•			•	•	•			

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Location: Southbound Route 101 O	ttra	ımp) [() N	orn	nan	die	A۱	e.															
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Saturdays	X	X	X	X	X	X	X	X	X	X													X	X
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Working day before designated legal holiday	X	X	X	X	X	X																		
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Legend: X Ramp may be closed																								
Work permitted anywhere th REMARKS:	at c	loe	s no	ot r	equ	ire	ran	np l	lane	e cl	osı	ure												

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Ramp Lane Requirements and Hours of Work Location: Northbound Route 101 Offramp To Santa Monica Blvd. a.m. p.m.																								
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Sundays	X	X	X	X	X	X	X	X	X	X													X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
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Ramp Lane Requirements and Hours of Work ocation: Northbound Route 101 Onramp From Western Ave. and Bus Lane a.m. p.m. FROM HOUR TO HOUR 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 1 Mondays through Thursdays X X X X X X X X X																									
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Mondays through Thursdays	X	X	X	X	X	X																X	X	X	X
Fridays			X																				X		
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Working day before designated legal holiday	X	X	X	X	X	X																			
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Legend: X Ramp may be closed Work permitted anywhere th REMARKS:	at c	loe	s no	ot re	equ	ire	ran	np l	ane	e cle	osu	re													

Rar	np	La	ne i	Rec	_		rt N nen			l H	oui	rs (of V	Voi	·k									
Ramp Lane Requirements and Hours of Work Location: Northbound Route 101 Offramp To Sunset Blvd./Wilton Pl. a.m. p.m.																								
a.m. p.m. FROM HOUR TO HOUR 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11																								
FROM HOUR TO HOUR 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 1															1 1	2								
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Fridays	X	X	X	X	X	X																X	X	
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Working day before designated legal holiday	X	X	X	X	X	X																		
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Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
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Ramp Lane Requirements and Hours of Work Location: Northbound Route 101 Offramp To Hollywood Blvd.																								
Location: Northbound Route 101 Offramp To Hollywood Blvd. a.m. p.m.																								
a.m. p.m. FROM HOUR TO HOUR 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 1																								
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Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Working day before designated lega holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Ramp may be closed Work permitted anywhere the	nat o	loe	s no	ot re	equ	ire	ran	np l	ane	e cl	osu	re				,		•	•	•				1

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Ramp Lane Requirements and Hours of Work ocation: Northbound Route 101 Onramp From Hollywood Blvd. a.m. p.m.																							
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Saturdays	X	X	X	X	X	X	X	X	X	X												X	X
Sundays	X	X	X	X	X	X	X	X	X	X												X	X
Working day before designated legal holiday	X	X	X	X	X	X																	
Designated legal holidays																							
Legend: X Ramp may be closed Work permitted anywhere th REMARKS:	at c	loe	s no	ot re	equ	ire	ran	np l	ane	e cl	osu	ire	•	•	•	•	•	•	•	•	•	,	, 1

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	Location: Southbound Route 101 Offramp To Hollywood Blvd. a.m. p.m.																								
a.m. p.m. FROM HOUR TO HOUR 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11																									
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Location: Southbound Route 101 Onramp From Hollywood Blvd.															_										
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Saturdays	X			X							X												X		
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Working day before designated legal holiday	X	X	X	X	X	X																			
Designated legal holidays																									
Ramp may be closed Work permitted anywhere that does not require ramp lane closure REMARKS:																									
Chart No. 78																									
Ramp Lane Requirements and Hours of Work																									
Location: Northbound Route 101 Offramp To Gower St.																									
	a.m.											p.m.													
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Mondays through Thursdays Fridays	X		X								X								X			X			
Saturdays	X				X		v	v	v							v	v	v	X						
Sundays	X			X		X											X					X			
Working day before designated legal holiday							71	21	71	21	21	21	21	21	21	21	21	21	71	71	71	71	71	71	
Designated legal holidays																									
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Location: Southbound Route 101 O	-				•						-	5 0		01										
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Mondays through Thursdays	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Ramp may be closed Work permitted anywhere th REMARKS:	at d	loes	s no	ot re	equ	ire	ran	np l	lane	e cle	osu	re	1					1		1	1		1	•

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Location: N/B Route 101 Offramp t	οΕ	Bark	nam	ı A	ve.																			
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Chart No. 81 Ramp Lane Requirements and Hours of Work Pridays Ramp Lane Requirements Ramp Lane Requi																								
Coation: Southbound Route 101 Offramp To Cahuenga Blvd.																								
Chart No. 81 Ramp Lane Requirements and Hours of Work Location: Southbound Route 101 Offramp To Cahuenga Blvd. a.m. p.m. p.m. FROM HOUR TO HOUR 12 1 2 3 4 5 6 7 8 9 10 11																								
·							X	X	X	X	X												X	X
holiday	X	X	X	X	X	X																		
Designated legal holidays																								
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REMARKS:																								

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Location: S/B Route 101 Onramp	from	Ba	ırha	am	Av	e.																		
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FROM HOUR TO HOUR	12	1 :	2	3	4 :	5 (6	7	8 9	9 1	0 1	1	12	1	2	3 .	4	5	6	7 8	8 9	9 10) 1	1 12
Mondays through Thursdays	X	X	X	X	X	X																X	X	X
Fridays	X	X	X	X	X	X																X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X												X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X										X	X	X
Working day before designated leg holiday	al X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Ramp may be closed Work permitted anywhere REMARKS:	that c	loes	s no	ot re	equ	ire	ran	np l	ane	e cl	osu	ire	•	•	•	•	•	•	•	•	•			

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Location: N/B Route 101 Offramp t	o L	₋ anl	cers	shir	n A	ve.																		
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Chart No. 84 Ramp Lane Requirements and Hours of Work Price Pr																								
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Location: N/B Route 101 Offramp t	o L	auı	el (Car	iyo	n A	ve.																	
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REMARKS:

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Location: N/B Route 101 Offramp	to C	Colo	lwa	iter	Ca	nyo	n A	Αve	·.															
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	12	_	_	_	4	_	_	7	8	9 1	0 1	11	12	1	2	3	4	5	6	7	8	_		1 12
Mondays through Thursdays	X				X																		X	
Fridays					X																		X	
Saturdays					X																		X	
Sundays					X		X	X	X	X												X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Work permitted anywhere the REMARKS:	at o	loe	s no	ot re		ire				e cl	osu	ıre												
Rai	np	La	ne	Re						ΙH	ou	rs (of V	Vo	rk									
Location: S/B Route 101 Offramp t																								
						a.ı	n.											p	.m.					
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9 1	0 1	11	12	1	2	3	4	5	6	7	8	9 1	0 1	1 12
Mondays through Thursdays	X	X	X	X	X	X																X	X	X
Fridays	X	X	X	X	X	X																	X	X
Saturdays	X	X	X	X	X	X	X	X	X														X	X
Sundays	X	X	X	X	X	X	X	X	X														X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Ramp may be closed Work permitted anywhere the REMARKS:	at c	doe	s no	ot re	equ	ire	ran	np]	lane	e cl	osu	ıre												

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Chart No. 88 Ramp Lane Requirements and Hours of Work REMARKS: Signal Ramp (Chart No. 88 Ramp Lane Requirements and Hours of Work Reguirements																									
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holiday	X	X	X	X	X	X																			
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Contract No. 07-201104

Work permitted anywhere that does not require ramp lane closure

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LOCATION: 1	Northbound Route 1	01 from Rte. 10 off-connector to Rte. 10 on-connector
Lane No. Being	Lane No. Closed	Remove, Replace, and Cure Slabs
Replaced		

		Closure Hours
#1 & 2	W1 0 0	10:00 p.m. Friday to 7:00 a.m. Saturday
#1 & 2	#1 & 2	10:00 p.m. Saturday to 8:00 a.m. Sunday
Lane No. Being Replaced		Other Closure Requirements
#1 & 2	Detour traffic to exit at 1st St. off-ramp; west to Alameda St.; north to the on-ramp to Route 101 Freeway. Place a portable changeable message sign on the right shoulder of northbound Route 101 Freeway by the Route 60 on-connector with the message: "FREEWAY / CLOSED - AT / FIRST / STREET". Close westbound Route 60 to northbound Route 101 connector. Place a portable changeable message sign on the right shoulder of westbound Route 60, between the Lorena St. on and off-ramps with the message: "NORTH 101 / EXIT / CLOSED - USE / WEST 10 TO / NORTH 110".	
Close the Whittier Blvd. and the 1st St. on-ramps.		nittier Blvd. and the 1st St. on-ramps.

TABLE B

Lane No. Being	Lane No.	Remove, Replace, and Cure Slabs
Replaced	Closed	Closure Hours
#2	#2, 3 & 4	Midnight Friday to 8:00 a.m. Saturday
#3		Midnight Saturday to 9:00 a.m. Sunday
Lane No. Being Replaced	Other Closure Requirements	
#3	Open lane #2 during cure. Close connectors and ramps as necessary within construction zone. Place a portable changeable message sign as shown on the plans.	

TABLE C

LOCATION: 1	Northbound Route 1	01 from Route 110 off-connector to Route 110 on-connector
Lane No. Being	Lane No.	Remove, Replace, and Cure Slabs
Replaced	Closed	Closure Hours
#3	#1, 2 & 3	Midnight Saturday to 8:00 a.m. Sunday
Lane No. Being Replaced	Other Closure Requirements	
#3	Detour traffic to exit at Grand Ave. off-ramp; west to Temple Ave.; north to Glendale Blvd.; east to Bellevue Ave.; south to the on-ramp to northbound Route 101 Freeway. Place a portable changeable message sign on the right shoulder of northbound Route 101 in advance of the Alameda St. off-ramp with the message: "FREEWAY / CLOSED / AHEAD - AT / RTE 110". Place a second portable changeable message sign inside the closure between the first and second flashing arrow boards with the message: "FREEWAY / CLOSED / AHEAD - DETOUR / USE / GRAND AV". Close the Broadway and Grand Ave. on-ramps.	

TABLE D

LOCATION: N	LOCATION: Northbound Route 101 from Route 110 to Virgil UC		
Lane No. Being	Lane No. Closed	Remove, Replace, and Cure Slabs	
Replaced		Closure Hours	
#3 or #3 & 4	#2, 3 & 4	1:00 a.m. Sunday to 9:00 a.m. Sunday	
#4	#3 & 4	Midnight Friday to 9:00 a.m. Saturday	
#4		Midnight Saturday to 9:00 a.m. Sunday	
Lane No. Being Replaced	Other Closure Requirements		
#3 or #3 & 4	Open lane #2 during cure. Close ramps as necessary within construction zone. Place a portable changeable message sign as shown on the plans.		
#4	Open lane #3 during cure. Close ramps as necessary within construction zone.		

TABLE E

Slab Being	Lane No.	Remove, Replace, and Cure Slabs
Replaced	Closed	Closure Hours
	#1, 2 & 3 or #2, 3 & 4	1:00 a.m. Sunday to 9:00 a.m. Sunday
#2		1:00 a.m. Sunday to 9:00 a.m. Sunday
Slab Being Replaced		Other Closure Requirements
#2	Open lane #2 d Close ramps as	luring cure. necessary within construction zone.

TABLE F

Lane No.	Lane No.	Remove, Replace, and Cure Slabs
Being Replaced	Closed	Closure Hours
#3 or #3 & 4	#2 2 % 4	1:00 a.m. Saturday to 9:00 a.m. Saturday
#3 01 #3 & 4	#2, 3 & 4	1:00 a.m. Sunday to 10:00 a.m. Sunday
44.4	H2 0 4	Midnight Friday to 9:00 a.m. Saturday
#4	#3 & 4	1:00 a.m. Sunday to 11:00 a.m. Sunday
Lane No. Being Replaced	Other Closure Requirements	
#3 or #3 & 4	Open lane #2 during cure. Close ramps as necessary within construction zone. Place a portable changeable message sign as shown on the plans.	
#4	Open lane #3 during cure. Close ramps as necessary within construction zone.	

TABLE G

Slab	Lane No.	Remove, Replace, and Cure Slabs
Being Replaced	Closed	Closure Hours
#3	#1, 2, 3 & 4	1:00 a.m. Sunday to 9:00 a.m. Sunday
#4 or #4 & 5	#3, 4 & 5	Midnight Saturday to 9:00 a.m. Sunday
#5	#4 & 5	11:00 p.m. Friday to 8:00 a.m. Saturday
""	" 1 62 5	11:00 p.m. Saturday to 8:00 a.m. Sunday
Slab Being Replaced		Other Closure Requirements
#3	Open lane #4 during cure. Place a portable changeable message sign as shown on the plans.	
#4 or #4 & 5	Close ramps as necessary within construction zone. Place a portable changeable message sign as shown on the plans.	
#5	Open lane #4 during cure. Close ramps as necessary within construction zone.	

TABLE H

Slab	Lane No.	Remove, Replace, and Cure Slabs	
Being Replaced	Closed	Closure Hours	
#1	#1 % 2	10:00 p.m. Friday to 8:00 a.m. Saturday	
#1	#1 & 2	11:00 p.m. Saturday to 9:00 a.m. Sunday	
#2 or #1 & 2	#1, 2 & 3	Midnight Saturday to 8:00 a.m. Sunday	
#3 or #1, 2 & 3	#1, 2, 3 & 4	1:00 a.m. Sunday to 9:00 a.m. Sunday	
#4 or #4 & 5	#3, 4 & 5	Midnight Saturday to 8:00 a.m. Sunday	
#5	#4 & 5	10:00 p.m. Friday to 8:00 a.m. Saturday	
#3	#4 & 3	11:00 p.m. Saturday to 9:00 a.m. Sunday	
Slab Being Replaced	Other Closure Requirements		
#1	Open lane #2 during cure.		
	Open lane #3	during cure.	
#2 or #1 & 2	Place a portable changeable message sign as shown on the plans.		
	Open lane #4 o	<u>c</u>	
#3 or #1, 2 & 3	Place a portable changeable message sign as shown on the plans.		
	Close ramps as necessary within construction zone.		
#4 or #4 & 5	Place a portable changeable message sign as shown on the plans.		
	Open lane #4 o	during our	

TABLE I

LOCATION: Southbound Route 101 from Highland Ave UC to Vermont Ave. OC			
Lane No. Being	Lane No.	Remove, Replace, and Cure Slabs	
Replaced	Closed	Closure Hours	
#3	#2, 3 & 4	2:00 a.m. Sunday to 10:00 a.m. Sunday	
Lane No. Being Replaced	Other Closure Requirements		
#3	Open lane #2 during cure. Close ramps as necessary within construction zone. Place a portable changeable message sign as shown on the plans.		

TABLE J

Lane No. Being	Lane No.	Remove, Replace, and Cure Slabs
Replaced	Closed	Closure Hours
#3 or #3 & 4	#2, 3 & 4	1:00 a.m. Sunday to 9:00 a.m. Sunday
#4	#3 & 4	1:00 a.m. Sunday to 9:00 a.m. Sunday
Lane No. Being Replaced	Other Closure Requirements	
#3 or #3 & 4	Open lane #2 during cure. Close ramps as necessary within construction zone. Place a portable changeable message sign as shown on the plans.	
#4	Open lane #3 during cure. Close ramps as necessary within construction zone. Place a portable changeable message sign as shown on the plans.	

TABLE K

PERMISSIBLE HOURS OF LANE CLOSURES FOR CONCRETE SLAB REPLACEMENT

LOCATION: S	LOCATION: Southbound Route 101 from Rte. 101/110 Interchange to Temple UC		
Lane No. Being	Lane No.	Remove, Replace, and Cure Slabs	
Replaced	Closed	Closure Hours	
#2 & 3	#1, 2 & 3	Midnight Saturday to 8:00 a.m. Sunday	
Lane No. Being Replaced	Other Closure Requirements		
#2 & 3	Detour traffic south on Route 110 to eastbound Route 10. Place a portable changeable message sign on the right shoulder of southbound Route 101 on the island at Glendale Blvd. between the on and off-ramps with the message: "FREEWAY / CLOSED / AHEAD - USE / SOUTH 110 / TO EAST 10". Place a second portable changeable message sign by Benton Way off-ramp with the message: "FREEWAY / CLOSED / AHEAD - AT / RTE 110".		

10-1.09 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

For each 10-minute interval, or fraction thereof past the time specified to reopen the closure, the Department will deduct \$ 9,100 per interval from moneys due or that may become due the Contractor under the contract.

COMPENSATION

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

10-1.10 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes and ramps in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

When performing traffic control where the median is less than 3 meters, the Contractor shall conform to the requirements under the moving type lane closure for truck-mounted attenuator (TMA).

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

STATIONARY LANE CLOSURE

When lane and ramp closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane closure requiring the sign's use is completed.

The 150-m section of a lane closure, shown along lane lines between the 300-m lane closure tapers on the plans entitled "Traffic Control System for Lane Closures on Freeways and Expressways" and "Traffic Control System for Lane and Complete Closures on Freeways and Expressways" shall not be used.

MOVING LANE CLOSURE

Flashing arrow signs used in moving lane closures shall be truck-mounted. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12-3.12, "Portable Changeable Message Signs," of the Contract No. 07-201104

Standard Specifications, except the signs shall be truck-mounted and the full operation height of the bottom of the sign may be less than 2.1 m above the ground, but should be as high as practicable.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

- A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone (312) 467-6750.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274.
- B. Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, Telephone (510) 828-4200.
- C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor: Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, Telephone 1-800-654-8182.

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum 13 mm high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in 13 mm high letters which states, "The bottom of this TMA shall be $____$ mm \pm $____$ mm above the ground at all points for proper impact performance." Any TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge as to whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMA in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

PAYMENT

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.11 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

GENERAL

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline pavement delineation shall be provided at all times for traveled ways open to public traffic. On multilane roadways (freeways and expressways), edgeline delineation shall be provided at all times for traveled ways open to public traffic.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE

Whenever lanelines are obliterated, the minimum laneline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary raised pavement markers shall be the same color as the laneline the markers replace. Temporary raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions.

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 7.3 m shall be used on lanes open to public traffic for a maximum of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary raised pavement markers used for temporary laneline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

TEMPORARY EDGELINE DELINEATION

Whenever edgelines are obliterated on multilane roadways (freeways and expressways), the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall consist of solid 100-mm wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces.

Traffic stripe (100-mm wide) placed for temporary edgeline delineation, shall conform to "Paint Traffic Stripes and Pavement Markings" of these special provisions, except for payment and the number of coats shall be, at the option of the Contractor, either one or 2 coats. The quantity of painted traffic stripe used for temporary edgeline delineation will not be included in the quantities of paint traffic stripe to be paid for. Temporary edgeline delineation may be left in place.

Full compensation for furnishing, placing, and maintaining temporary edgeline delineation shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor.

10-1.12 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations provided for in these special provisions and shown on the plans or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to Charts 21 to 45, Tables A through K and elsewhere in "Maintaining Traffic" of these special provisions regarding the use and locations of the portable changeable message signs.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, replacing, transporting from location to location, and removing the portable changeable message signs as specified in these special provisions shall be considered as included in the contract lump sum price paid for traffic control system and no additional payment will be made therefor.

10-1.13 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety" of these special provisions.

GENERAL

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

MATERIALS

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or TrafFix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
 - Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- C. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
 - Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
 - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

INSTALLATION

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

MEASUREMENT AND PAYMENT

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

10-1.14 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

REPAIR EXISTING ROADBED

Where designated by the Engineer failed portions of the existing roadbed shall be removed and disposed of and the resulting hole shall be backfilled as directed by the Engineer.

Removing and replacing failed existing pavement will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

REMOVE PAVEMENT MARKER

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid for the various types of replacement pavement markers and no separate payment will be made therefor.

REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING

White thermoplastic traffic stripes and pavement markings to be removed shall be removed at the locations shown on the plans and at the locations designated by the Engineer.

Full compensation for removing and disposing of white thermoplastic traffic stripes and pavement markings shall be considered as included in the contract price paid for the various types of replacement thermoplastic traffic stripes and pavement markings and no separate payment will be made therefor.

Yellow painted traffic stripes at longitudinal tapers and areas to be cold planed as shown on the plans, shall be removed prior to cold planing or constructing longitudinal tapers.

Yellow painted traffic stripes may contain lead and chromium. Residue produced when yellow paint are removed may contain heavy metals in concentrations that exceed hazardous waste thresholds established by the California Code of Regulations and may produce toxic fumes when heated.

The removed yellow paint material shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal facility operator within 90 days after accumulating 100 kg of residue and dust. The Contractor shall make all arrangements with the operator of the disposal facility and perform all testing of the yellow paint residue required by the operator. The Contractor shall submit the name and location of the facility along with testing requirements to the Engineer not less than 21 days prior to removal of the yellow painted traffic stripes.

The Contractor removing the yellow paint shall submit the written compliance programs required in Subsection (e)(2), "Compliance Program," of Section 1532.1, "Lead," of the Construction Safety Orders to the Engineer not less than 21 days prior the to start of the removal operations. The compliance programs shall be prepared by an industrial hygienist certified by the American Board of Industrial Hygiene and shall cover all Contractor employees removing or handling the yellow paint residue. Inspection reports shall be made in conformance with Section 1532.1, "Lead," and shall be submitted to the Engineer

Prior to performing any removal, personnel who have no prior lead training, including State personnel, shall complete a safety training class provided by the Contractor. The training shall meet the requirements of Title 8, Section 1532.1. The number of State personnel to be trained shall be 2.

Where grinding or other methods approved by the Engineer are used to remove yellow painted traffic stripes, the residue, including dust, shall be contained and collected immediately. Sweeping shall not be performed. Collection shall be by a HEPA vacuum attachment operated concurrently, or other equally effective method, with the removal operations. The Contractor shall submit a removal, storage, and disposal workplan, in writing, to the Engineer for approval not less than 21 days prior to the start of the removal operations.

The collected residue shall be stored in labeled and covered containers. The containers shall be approved by the United States Department of Transportation for transportation and temporary storage. The containers shall be handled in such a manner that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits approved by the Engineer while awaiting test results required by the operators of the disposal facility.

Attention is directed to "Water Pollution Control" of these special provisions.

Removed yellow paint material shall remain the property of the State.

The removed material shall be transported to the Class 1 disposal facility by a transporter currently registered with the California Department of Toxic Substance Control using current manifesting procedures. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator.

The Contractor shall assume that the yellow paint residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Additional disposal costs for residue regulated under RCRA, as determined by the test results, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Except as otherwise provided above for possible additional costs to be paid for as extra work, full compensation for submitting the required compliance programs, making arrangements with the Class 1 disposal facility operator, providing for the temporary storage of the residue within a secured area, testing the residue as required by the disposal facility operator, transportation of the residue to the Class 1 disposal facility, and disposal of the residue, all as specified herein, shall be considered as included in the contract prices paid per meter for remove yellow painted traffic stripe and no additional compensation will be allowed therefor.

Nothing in these special provisions shall relieve the Contractor from the Contractor's responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 750 mm in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

In areas less than 750 mm in width, cold planing shall be done by utilizing the cutting head specified above with fewer cutters, or by other methods as approved by the Engineer.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:40 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Operations shall be scheduled so that not more than 1 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 15 m of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square meter. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square meter for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

10-1.15 FOG SEAL COAT

Fog seal coat shall conform to the provisions in Section 37-1, "Seal Coats," of the Standard Specifications and these special provisions.

Asphaltic emulsion shall be either SS1h or CSS1h grade.

10-1.16 RUBBERIZED ASPHALT CONCRETE (TYPE G)

Rubberized asphalt concrete (Type G) shall consist of furnishing and mixing gap graded aggregate and asphalt-rubber binder and spreading and compacting the mixture. Type G rubberized asphalt concrete shall conform, except as otherwise provided, to the provisions for Type A asphalt concrete in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

GENERAL

The Contractor shall furnish samples of aggregate to the Engineer in conformance with the provisions in Section 39-3.03, "Proportioning," of the Standard Specifications.

Aggregate for Type G rubberized asphalt concrete shall be of such quality that the optimum amount of asphalt-rubber binder to be mixed with the aggregate, as determined by the Engineer in conformance with the requirements in California Test 367 (as amended below), shall be a minimum of 7.0 percent by mass of dry aggregate and a maximum of 9.0 percent by mass of dry aggregate. Aggregates which result in an optimum asphalt-rubber binder content of less than 7.0 percent or more than 9.0 percent by mass of dry aggregate shall not be used. The Engineer will determine the exact amount of asphalt-rubber binder to be mixed with the aggregate in conformance with the requirements in California Test 367, except as follows:

- A. The specific gravity used in California Test 367, Section "B. Voids Content of Specimen," will be determined using California Test 308, Method A.
- B. California Test 367, Section "C. Optimum Bitumen Content," is revised as follows:
 - 1. Plot asphalt-rubber binder content versus void content for each specimen on Form TL-306 (Figure 3), and connect adjacent points with straight lines.
 - 2. From Figure 3 select the theoretical asphalt-rubber binder content that has 5 percent voids.
 - 3. Record the asphalt-rubber binder content in Step 2 as the Optimum Bitumen Content (OBC).
 - 4. To establish a recommended range, use the Optimum Bitumen Content (OBC) as the high value and 0.3 percent less as the low value. Notwithstanding, the recommended range shall not extend below 7.0 percent nor shall the high value to establish the recommended range be above 9.0 percent. If the OBC is 7.0 percent, then there shall be no recommended range, and 7.0 percent shall be the recommended value.
- C. Laboratory mixing and compaction shall be in conformance with the requirements of California Test 304, except that the mixing temperature of the aggregate shall be between 149°C and 163°C. The compaction temperature of the combined mixture shall be between 143°C and 149°C.

The rubberized asphalt concrete mixture, composed of the aggregate proposed for use and the optimum amount of asphalt-rubber binder as determined in conformance with the requirements in California Test 367 modified above, shall conform to the following quality requirements:

RUBBERIZED ASPHALT CONCRETE MIXTURE

Test Parameter	California Test	Requirement
Stabilometer Value, Minimum	304 and 366	23
Voids in Mineral Aggregate, Percent, Minimum	See Note	18

Note: Voids in mineral aggregate test shall be determined as described in Asphalt Institute Mix Design Methods for Asphalt Concrete (MS-2).

The asphalt-rubber binder content of the rubberized asphalt concrete (Type G) will be determined by extraction tests in conformance with the requirements in California Test 362, or will be determined in conformance with the requirements in California Test 379.

The Contractor shall furnish a Certificate of Compliance to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each material used in asphalt-rubber binder and the asphalt-rubber binder mixture. The Certificate of Compliance shall certify that the material conforms to the provisions in these special provisions. When requested by the Engineer, the Contractor shall submit samples with the Certificate of

Compliance. The Contractor shall provide the Engineer a Material Safety Data Sheet (MSDS) for each of the constituent components of the asphalt-rubber binder, for the completed mixture of asphalt-rubber binder and for the Type G rubberized asphalt concrete.

The Contractor shall provide a Certificate of Compliance for each truck load of crumb rubber modifier (CRM), paving asphalt, and asphalt modifier delivered to the project. The Quality Control Program used by the manufacturer of each ingredient shall include a sampling and testing frequency as shown below:

- A. CRM shall be tested, except for the grading requirement, at least once for every 225 tonnes of production, with a minimum of once for each project. CRM shall be tested for grading for every truck load delivered to the project.
- B. Paving asphalt shall be tested at least once for every 180 tonnes of production with a minimum of once for each project.
- C. Asphalt modifier shall be tested at least once for every 23 tonnes of production with a minimum of once for each project.
- D. A copy of the laboratory test results for the test parameters specified in these special provisions for CRM, paving asphalt, and asphalt modifier shall be submitted to the Engineer with the Certificate of Compliance for each truck load of individual material delivered to the project.

Certified volume or weight slips shall be delivered to the Engineer for the materials supplied.

PAVING ASPHALT

The grade of paving asphalt to be used in the asphalt-rubber binder shall be AR-4000 and shall conform to the provisions in Section 92, "Asphalts," of the Standard Specifications and these special provisions.

The paving asphalt for use in asphalt-rubber binder shall be modified with an asphalt modifier.

ASPHALT MODIFIER

The asphalt modifier shall be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the following requirements:

ASPHALT MODIFIER

	ASTM	
Test Parameter	Designation	Requirement
Viscosity, m ² /s (x10 ⁻⁶) at 100°C	D 445	X ± 3*
Flash Point, CL.O.C., °C	D 92	207 min.
Molecular Analysis:		
Asphaltenes, percent by mass	D 2007	0.1 max.
Aromatics, percent by mass	D 2007	55 min.

^{*} The symbol "X" is the viscosity of the asphalt modifier the Contractor proposes to furnish. The value "X" which the Contractor proposes shall be between the limits 19 and 36 and shall be submitted in writing to the Engineer. A proposed change, requested by the Contractor, in the value "X" shall require a new asphalt-rubber binder design.

The asphalt modifier shall be proportionately added to the paving asphalt at the production site where the asphalt-rubber binder is blended and reacted. Asphalt modifier shall be added in an amount of 2.5 percent to 6.0 percent by mass of the paving asphalt based on the recommendation of the asphalt-rubber binder supplier. The paving asphalt shall be at a temperature of not less than 190°C or more than 226°C when the asphalt modifier is added. If the asphalt modifier is combined with the paving asphalt, before being blended with the CRM, the combined paving asphalt and asphalt modifier shall be mixed by circulation for a period of not less than 20 minutes. Premixing of asphalt modifier and paving asphalt will not be required when the ingredients of the asphalt-rubber binder are proportioned and mixed simultaneously. Asphalt modifier and paving asphalt shall be measured for proportioning with meters conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

CRUMB RUBBER MODIFIER (CRM)

Crumb rubber modifier (CRM) shall consist of a combination of scrap tire CRM and high natural CRM. The scrap tire CRM shall consist of ground or granulated rubber derived from a combination of automobile tires, truck tires or tire buffings.

The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources.

Steel and fiber separation may be accomplished by any method. Cryogenic separation, if utilized, shall be performed separately from and prior to grinding or granulating.

CRM shall be ground or granulated at ambient temperature. Cryogenically produced CRM particles which can pass through the grinder or granulator without being ground or granulated respectively shall not be used.

CRM shall not contain more than 0.01-percent wire (by mass of CRM) and shall be free of other contaminants, except fabric. Fabric shall not exceed 0.05-percent by mass of CRM. The test and method for determining the percent by mass of wire and fabric is available at the Transportation Laboratory, Pavement Branch, Telephone 916-227-7300, and will be furnished to interested persons upon request. A Certificate of Compliance certifying these percentages shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

The length of an individual CRM particle shall not exceed 4.75 mm.

The CRM shall be sufficiently dry so that the CRM will be free flowing and not produce foaming when combined with the blended paving asphalt and asphalt modifier mixture. Calcium carbonate or talc may be added at a maximum amount of 3 percent by mass of CRM to prevent CRM particles from sticking together. The CRM shall have a specific gravity between 1.1 and 1.2 as determined by California Test 208. Scrap tire CRM and high natural CRM shall be delivered to the production site in separate bags and shall be sampled and tested separately. CRM material shall conform to the following requirements of ASTM Designation: D 297:

SCRAP TIRE CRUMB RUBBER MODIFIER

	Perce	
Test Parameter	Min.	Max.
Acetone Extract	6.0	16.0
Ash Content	_	8.0
Carbon Black Content	28.0	38.0
Rubber Hydrocarbon	42.0	65.0
Natural Rubber Content	22.0	39.0

HIGH NATURAL CRUMB RUBBER MODIFIER

	Percent	
Test Parameter	Min.	Max.
Acetone Extract	4.0	16.0
Rubber Hydrocarbon	50.0	_
Natural Rubber Content	40.0	48.0

The CRM for asphalt-rubber binder shall conform to the gradations specified below when tested in conformance with the requirements in ASTM Designation: C 136, except as follows:

- A. Split or quarter 100 g ± 5 g from the CRM sample and dry to a constant mass at a temperature of not less than 57°C or more than 63°C and record the dry sample mass. Place the CRM sample and 5.0 g of talc in a 0.5-L jar. Seal the jar, then shake it by hand for a minimum of one minute to mix the CRM and the talc. Continue shaking or open the jar and stir until particle agglomerates and clumps are broken and the talc is uniformly mixed.
- B. Place one rubber ball on each sieve. Each ball shall have a mass of 8.5 g ± 0.5 g, have a diameter of 24.5 mm ± 0.5 mm, and shall have a Shore Durometer "A" hardness of 50 ± 5 in conformance with the requirements in ASTM Designation: D 2240. After sieving the combined material for 10 minutes ± 1 minute, disassemble the sieves. Material adhering to the bottom of a sieve shall be brushed into the next finer sieve. Weigh and record the mass of the material retained on the 2.36-mm sieve and leave this material (do not discard) on the scale or balance. Observed fabric balls shall remain on the scale or balance and shall be placed together on the side of the scale or balance to prevent the fabric balls from being covered or disturbed when placing the material from finer sieves onto the scale or balance. The material retained on the next finer sieve (2.00-mm sieve) shall be added to the scale or balance. Weigh and record that mass as the accumulative mass retained on that sieve (2.00-mm sieve). Continue weighing and recording the accumulated masses retained on the remaining sieves until the accumulated mass retained in the pan has been determined. Prior to discarding the CRM sample, separately weigh and record the total mass of fabric balls in the sample.
- C. Determine the mass of material passing the 75-µm sieve (or mass retained in the pan) by subtracting the accumulated mass retained on the 75-µm sieve from the accumulated mass retained in the pan. If the material

passing the 75-µm sieve (or mass retained in the pan) has a mass of 5 g or less, cross out the recorded number for the accumulated mass retained in the pan and copy the number recorded for the accumulated mass retained on the 75-µm sieve and record that number (next to the crossed out number) as the accumulated mass retained in the pan. If the material passing the 75-µm sieve (or mass retained in the pan) has a mass greater than 5 g, cross out the recorded number for the accumulated mass retained in the pan, subtract 5 g from that number and record the difference next to the crossed out number. The adjustment to the accumulated mass retained in the pan is made to account for the 5 g of talc added to the sample. For calculation purposes, the adjusted total sample mass is the same as the adjusted accumulated mass retained in the pan. Determine the percent passing based on the adjusted total sample mass and record to the nearest 0.1 percent.

CRM GRADATIONS

Sieve Size	Scrap Tire CRM Percent Passing	High Natural CRM Percent Passing
2.36-mm	100	100
2.00-mm	98-100	100
1.18-mm	45-75	95-100
600-µm	2-20	35-85
300-µm	0-6	10-30
150-µm	0-2	0-4
75-µm	0	0-1

ASPHALT-RUBBER BINDER

Asphalt-rubber binder shall consist of a mixture of paving asphalt, asphalt modifier, and crumb rubber modifier.

At least 2 weeks before the binder's intended use, the Contractor shall furnish the Engineer 4 one-liter cans filled with the asphalt-rubber binder proposed for use on the project. The Contractor shall supply the Engineer, for approval, a binder formulation and samples of the materials to be used in the asphalt-rubber binder at least 2 weeks before construction is scheduled to begin. The binder formulations shall consist of the following information:

A. Paving Asphalt and Modifiers:

- 1. Source and grade of paving asphalt.
- 2. Source and identification (or type) of modifiers used.
- 3. Percentage of asphalt modifier by mass of paving asphalt.
- 4. Percentage of the combined blend of paving asphalt and asphalt modifier by total mass of asphalt-rubber binder to be used.
- 5. Laboratory test results for test parameters shown in these special provisions.

B Crumb Rubber Modifier (CRM):

- 1. Source and identification (or type) of scrap tire and high natural CRM.
- 2. Percentage of scrap tire and high natural CRM by total mass of the asphalt-rubber blend.
- 3. If CRM from more than one source is used, the above information will be required for each CRM source used.
- 4. Laboratory test results for test parameters shown in these special provisions.

C. Asphalt-Rubber Binder:

- 1. Laboratory test results of the proposed blend for test parameters shown in these special provisions.
- 2. The minimum reaction time and temperature.

The method and equipment for combining paving asphalt, asphalt modifier, and CRM shall be so designed and accessible that the Engineer can readily determine the percentages by mass for each material being incorporated into the mixture.

The proportions of the materials, by total mass of asphalt-rubber binder, shall be 80 percent \pm 2 percent combined paving asphalt and asphalt modifier, and 20 percent \pm 2 percent CRM. However, the minimum amount of CRM shall not be less than 18.0 percent. Lower values which are rounded up shall not be allowed. The CRM shall be combined at the production site and shall contain 75 percent \pm 2 percent scrap tire CRM and 25 percent \pm 2 percent high natural CRM, by mass.

The paving asphalt and asphalt modifier shall be combined into a blended mixture that is chemically compatible with the crumb rubber modifier to be used. The blended mixture is considered to be chemically compatible when it meets the provisions for asphalt-rubber binder (after reacting) found in these special provisions.

The blended paving asphalt and asphalt modifier mixture, and the CRM shall be combined and mixed together at the production site in a blender unit to produce a homogeneous mixture.

The temperature of the blended paving asphalt and asphalt modifier mixture shall be not less than 190°C nor more than 226°C when the CRM is added. The combined materials shall be reacted for a minimum of 45 minutes after incorporation of the CRM at a temperature of not less than 190°C nor more than 218°C. The temperature shall not be higher than 6°C below the actual flash point of the asphalt-rubber binder.

After reacting, the asphalt-rubber binder shall conform to the following requirements:

ASPHALT-RUBBER BINDER

	ASTM Test	Requi	irement
Test Parameter	Method	Min.	Max.
Cone Penetration @ 25°C, 1/10 mm	D 217	25	70
Resilience @ 25°C, Percent rebound	D 3407	18	_
Field Softening Point, °C	D 36	52	74
Viscosity @ 190°C, Pa • s (x10 ⁻³)	See Note	1500	4000

NOTE: The viscosity test shall be conducted using a hand held Haake Viscometer Model VT-02 with Rotor 1, 24 mm in depth x 53 mm in height, or equivalent, as determined by the Engineer. The accuracy of the viscometer shall be verified by comparing the viscosity results obtained with the hand held viscometer to 3 separate calibration fluids of known viscosities ranging from 1000 to 5000 Pa • s (x10⁻³). The viscometer will be considered accurate if the values obtained are within 300 Pa • s (x10⁻³) of the known viscosity. The known viscosity value shall be based on the fluid manufacturers standard test temperature or the test temperature versus viscosity correlation table provided by the fluid manufacturer. Viscometers used on the project shall be verified to be accurate. The test method for determining the viscosity of asphalt-rubber binder using a hand held viscometer is available at the Transportation Laboratory, Pavement Branch, Telephone (916) 227-7300. The accuracy verification results shall be provided to the Engineer and shall be certified by a Certificate of Compliance. The Certificate of Compliance shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

The Contractor shall provide a Haake Viscometer, or equivalent, at the production site during combining of asphalt-rubber binder materials. The Contractor shall take viscosity readings of asphalt-rubber binder from samples taken from the feed line connecting the storage and reaction tank to the asphalt concrete plant. Readings shall be taken at least every hour with not less than one reading for each batch of asphalt-rubber binder. The Contractor shall log these results, including time and asphalt-rubber binder temperature, and a copy of the log shall be submitted to the Engineer on a daily basis. As determined by the Engineer, the Contractor shall either notify the Engineer at least 15 minutes prior to each test or provide the Engineer a schedule of testing times.

The reacted asphalt-rubber binder shall be maintained at a temperature of not less than 190°C nor more than 218°C.

If any of the material in a batch of asphalt-rubber binder is not used within 4 hours after the 45-minute reaction period, heating of the material shall be discontinued. Any time the asphalt-rubber binder cools below 190°C and is reheated shall be considered a reheat cycle. The total number of reheat cycles shall not exceed 2. The material shall be uniformly reheated to a temperature of not less than 190°C nor more than 218°C prior to use. Additional scrap tire CRM may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10 percent of the total binder mass. Reheated asphalt-rubber binder shall conform to the provisions for asphalt-rubber binder.

EQUIPMENT FOR PRODUCTION OF ASPHALT-RUBBER BINDER

The Contractor shall utilize the following equipment for production of asphalt-rubber binder:

- A. An asphalt heating tank equipped to heat and maintain the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with the CRM. This unit shall be equipped with a thermostatic heat control device and a temperature reading device and shall be accurate to within \pm 3°C and shall be of the recording type.
- B. A mechanical mixer for the complete, homogeneous blending of paving asphalt, asphalt modifier, and CRM. Paving asphalt and asphalt modifier shall be introduced into the mixer through meters conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The blending system shall be capable of varying the rate of delivery of paving asphalt and asphalt modifier proportionate with the delivery of CRM. During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than ± 14°C. The paving asphalt feed, the asphalt modifier feed, and CRM feed

shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. Meters used for proportioning individual ingredients shall be equipped with rate-of-flow indicators to show the rates of delivery and resettable totalizers so that the total amounts of liquid ingredients introduced into the mixture can be determined. The liquid and dry ingredients shall be fed directly into the mixer at a uniform and controlled rate. The rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. Mixing shall continue until a homogeneous mixture of uniformly distributed and properly blended asphalt-rubber binder of unchanging appearance and consistency is produced. The Contractor shall provide a safe sampling device capable of delivering a representative sample of the completed asphalt-rubber binder of sufficient size to permit the required tests.

C. An asphalt-rubber binder storage tank equipped with a heating system furnished with a temperature reading device to maintain the proper temperature of the asphalt-rubber binder and an internal mixing unit capable of maintaining a homogeneous mixture of paving asphalt, asphalt modifier, and CRM.

The equipment shall be approved by the Engineer prior to use.

AGGREGATE

The aggregate for Type G rubberized asphalt concrete shall conform to the following grading and shall meet the quality provisions specified for Type A asphalt concrete in Section 39-2.02, "Aggregate," of the Standard Specifications, except as follows:

- A. California Test 211, Los Angeles Rattler loss at 500 revolutions shall be 40 percent maximum.
- B. California Test 205, Section D, definition of a crushed particle is revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle."
- C. The swell and moisture vapor susceptibility requirements shall not apply.

The symbol "X" in the following table is the gradation which the Contractor proposes to furnish for the specific sieve.

Aggregate Grading Requirements Percentage Passing 12.5-mm maximum

Sieve Size	Limits of Proposed Gradation	Operating Range	Contract Compliance
19-mm	_	100	100
12.5-mm	_	90-100	90-100
9.5-mm	83-87	X±5	X±7
4.75-mm	33-37	X±5	X±7
2.36-mm	18-22	X±4	X±5
600-µm	8-12	X±4	X±5
75-µm	_	2-7	0-8

The aggregate from each separate bin used for rubberized asphalt concrete, Type G, except for the bin containing the fine material, shall have a Cleanness Value of 57 minimum for contract compliance and a value of 65 minimum for operating range as determined by California Test 227, modified as follows:

- A. Tests will be performed on the material retained on the 2.36-mm sieve from each bin and will not be a combined or averaged result.
- B. Each test specimen will be prepared by hand shaking for 30 seconds, a single loading of the entire sample on a 305-mm diameter, 4.75-mm sieve, nested on top of a 305-mm diameter, 2.36-mm sieve.
- C. Where a coarse aggregate bin contains material which will pass the maximum size specified and is retained on a 9.5-mm sieve, the test specimen mass and volume of wash water specified for 25-mm x 4.75-mm aggregate size will be used.

- D. Samples will be obtained from the weigh box area during or immediately after discharge from each bin of the batching plant or immediately prior to mixing with asphalt in the case of continuous mixers.
- E. The Cleanness Value of the test sample from each of the bins will be separately computed and reported.

At drier-drum and continuous plants with cold feed control, Cleanness Value test samples will be obtained from the discharge of each coarse aggregate storage. An aggregate sampling device shall be provided which will provide a 25-kg sample of each coarse aggregate.

If the results of the Cleanness Value tests do not meet the requirements specified for operating range but meet the contract compliance requirements, placement of the material may be continued for the remainder of that day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for operating range.

If the results of the Cleanness Value tests do not meet the requirements specified for contract compliance, the material which is represented by these tests shall be removed. However, if requested by the Contractor and approved by the Engineer, material having a Cleanness Value of 48 or greater may remain in place and accepted on the basis of a reduced payment for material left in place.

Rubberized Asphalt Concrete (Type G) that is accepted on the basis of reduced payment will be paid for at the contract prices for the items of asphalt concrete involved multiplied by the following factors:

Test Value	Pay Factor
56	0.90
55	0.85
54	0.80
53	0.75
52	0.70
51	0.65
50	0.60
49	0.55
48	0.50

If asphalt concrete is accepted on the basis of reduced payment due to a Cleanness Value of 48 to 56 and also accepted on the basis of aggregate grading or Sand Equivalent tests not meeting the contract compliance requirements, the reduced payment for Cleanness Value shall apply and payment by the Contractor to the State for asphalt concrete not meeting the contract compliance requirements for aggregate grading or Sand Equivalent shall not apply.

PROPORTIONING, SPREADING AND COMPACTING

When batch type asphalt concrete plants are used to produce Type G rubberized asphalt concrete, the asphalt-rubber binder and mineral aggregate shall be proportioned by mass.

If the Contractor selects the batch mixing method, asphalt concrete shall be produced by the automatic batch mixing method in conformance with the provisions in Section 39-3.03A(2), "Automatic Proportioning," of the Standard Specifications.

When continuous mixing type asphalt concrete plants are used to produce Type G rubberized asphalt concrete, the asphalt-rubber binder shall be proportioned by an asphalt meter of the mass flow, Coriolis effect type. The meter shall have been Type-approved by the Division of Measurement Standards prior to the start of production. The meter shall be calibrated in conformance with the requirements in California Test 109. The meter shall be interfaced with the existing continuous mixing plant controller in use on the asphalt concrete plant.

Type G rubberized asphalt concrete shall be placed only when the atmospheric and pavement surface temperatures are 13°C or above.

When the atmospheric and pavement surface temperature is 18°C or higher, the following shall apply:

- A. The temperature of the aggregate shall not be greater than 163°C at the time the asphalt-rubber binder is added to the aggregate.
- B. Type G rubberized asphalt concrete shall be spread at a temperature of not less than 138°C or more than 163°C, measured in the mat directly behind the paving machine.
- C. The first coverage of initial or breakdown compaction shall be performed when the temperature of the Type G rubberized asphalt concrete is not less than 135°C. Breakdown compaction shall be completed before the temperature of the Type G rubberized asphalt concrete drops below 121°C.

When the atmospheric or pavement surface temperature is below 18°C, the following shall apply:

- A The temperature of the aggregate shall not be less than 149°C nor more than 163°C at the time the asphalt-rubber binder is added to the aggregate.
- B. The Contractor shall cover the loads of Type G rubberized asphalt concrete with tarpaulins. The tarpaulins shall completely cover the exposed Type G rubberized asphalt concrete until the Type G rubberized asphalt concrete has been completely transferred into the asphalt concrete paver hopper or deposited on the roadbed.
- C. Type G rubberized asphalt concrete shall be spread at a temperature of not less than 143°C nor more than 163°C, measured in the mat directly behind the paving machine.
- D. The first coverage of initial or breakdown compaction shall be performed when the temperature of the Type G rubberized asphalt concrete is not less than 138°C. Breakdown compaction shall be completed before the temperature of the Type G rubberized asphalt concrete drops below 127°C.

Pneumatic tired rollers shall not be used to compact Type G rubberized asphalt concrete.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Alternative compacting equipment conforming to the provisions in Section 39-6.03, "Compacting," of the Standard Specifications shall be used to compact the Type G rubberized asphalt concrete.

Traffic shall not be allowed on the Type G rubberized asphalt concrete until final rolling operations have been completed and sand has been applied to the surface.

Sand shall be spread on the surface of Type G rubberized asphalt concrete at a rate of 0.5 kg/m² to 1.0 kg/m². The exact rate will be determined by the Engineer. When ordered by the Engineer excess sand shall be removed from the pavement surface by sweeping. Sand shall be free from clay or organic material. Sand shall conform to the fine aggregate grading provisions in Section 90-3.03, "Fine Aggregate Grading," of the Standard Specifications.

If the finished surface of the asphalt concrete on Route 101 traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

MEASUREMENT AND PAYMENT

Rubberized asphalt concrete (Type G) will be measured and paid for by the tonne in the same manner specified for asphalt concrete in Section 39-8, "Measurement and Payment," of the Standard Specifications.

Full compensation for furnishing and spreading sand on the rubberized asphalt concrete surface and for sweeping and removing excess sand from the pavement surface shall be considered as included in the contract price paid per tonne for rubberized asphalt concrete (Type G) and no separate payment will be made therefor.

10-1.17 REPLACE CONCRETE PAVEMENT

Replace concrete pavement shall consist of removing existing portland cement concrete pavement and replacing the removed pavement with concrete pavement as shown on the plans and in conformance with these special provisions.

GENERAL

The exact limits of concrete pavement removal and replacement will be determined by the Engineer.

Existing concrete pavement shall be replaced, with concrete pavement which shall have developed a flexural strength (modulus of rupture) of not less than 2.8 MPa, 4 hours after completion of final finishing and curing, prior to the time the lane is to be opened to public traffic as designated in "Maintaining Traffic" of these special provisions. In the event the existing pavement is removed and the Contractor is unable, as determined by the Engineer, to construct, finish, and cure the new concrete pavement by the time the replacement pavement is to be opened to public traffic, the excavation shall be filled and compacted with a temporary roadway structural section as specified in this section "Replace Concrete Pavement."

The outlines of excavations in the shoulder pavement shall be cut on a neat line to a minimum depth of 75 mm with a power-driven concrete saw or wheel-type rock cutting excavator before shoulder material is removed. Excavations shall be permanently or temporarily backfilled to conform to the grade of the adjacent pavement prior to opening the replacement pavement to public traffic.

The outline of concrete to be removed shall be sawed full depth with a power-driven saw except where the concrete is adjacent to an asphalt concrete shoulder.

REMOVING EXISTING PAVEMENT

Concrete pavement shall be removed by a non-impact method. Each pavement panel shall be removed in one or more pieces without disturbing the underlying cement treated base. After removal of the concrete pavement, the surface of the base shall be cleaned by hand methods. Damage caused by the Contractor to the underlying cement treated base shall be repaired to a condition approved by the Engineer or shall be removed and replaced with new base material if ordered by the Engineer. New base material shall be concrete pavement conforming to the provisions in "Concrete Replacement Pavement" in this section. Area where damaged base has been replaced, shall be completely covered with a bond breaking material prior to placement of the pavement concrete. The bond breaker shall be either: 1) waterproof paper intended for use in curing cement concrete, 2) plastic film or sheeting not less than 0.15 mm in thickness, or 3) or other material approved by the Engineer which will not react adversely with the chemical constituents of the concrete or bond with the concrete. Waterproof paper and plastic film or sheeting, if used, shall be placed in a wrinkle-free manner and adjacent sheets shall be overlapped a nominal amount. Repairing or removing and replacing damaged cement treated base shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

CONCRETE REPLACEMENT PAVEMENT

New replacement pavement shall conform to the provisions in Section 40, "Portland Cement Concrete Pavement," of the Standard Specifications and these special provisions.

The provisions in Section 40-1.015, "Cement Content" and "Section 90-1.01, "Description," of the Standard Specifications shall not apply.

The cement for concrete shall be a hydraulic cement as defined in ASTM Designation: C219 and the following requirements:

Property	Test Method	Requirement
Contraction in air	California Test 527	0.053% max.
	W/CRatio=0.39±0.010	
Mortar Expansion in Water	ASTM: C1038	.04% max
Soluble Chloride	California Test 422	0.05% max.
Soluble Sulfates	California Test 417	0.30% max.
Thermal Stability	ASTM: C 109	90% min.*
Compressive Strength @ 3	ASTM: C 109	13.8 MPa
hours		
Compressive Strength @ 3	ASTM: C 109	27.5 MPa
days		

*Comparison of compressive strength of cubes cured 7 days in water at 23°C followed by 7 days in water at 90°C to that of cubes cured 14 days in water at 23°C.

At least 20 days prior to intended use, the Contractor shall furnish a sample of the hydraulic cement proposed for use in the quantity ordered by the Engineer.

A Type C accelerating chemical admixture approved by the Engineer and conforming to the requirements in Section 90-4, "Admixtures," of the Standard Specifications may be used. The Type C admixture, if used, shall be included in all the testing in the table above. In addition to the admixtures listed in the Department's Approved List of Admixtures, citric acid or borax may be used if requested in writing by the hydraulic cement manufacturer and a sample is submitted to the Engineer.

The penetration requirement in Section 90-6.06, "Amount of Water and Penetration" of the Standard Specifications shall not apply.

Prior to construction of concrete pavement, the Contractor shall construct one or more trial slabs to demonstrate that his personnel, equipment, mixing, placing, curing, and sawing techniques, which will produce a concrete pavement conforming to these special provisions in the anticipated time period and under similar conditions. In addition, trial slab placement shall

begin after the maximum time allowed after batching has elapsed. The trial slabs shall have dimensions of not less than 3 m by 6 m and shall be 230 mm thick.

Concrete pavement shall not be placed when the atmospheric temperature during placement and curing is expected to be below 5° C.

Concrete shall not be placed when the atmospheric temperature is between 5°C and 10°C unless a written outline of proposed methods for protecting the concrete from rapid cooling has been submitted by the Contractor and approved by the Engineer.

Concrete pavement shall be cured as recommended by the manufacturer of the hydraulic cement and as approved by the Engineer.

The Contractor shall submit his mix design to the Engineer for approval 7 days prior to constructing trial slabs. The mix design shall include the maximum time allowed between batching and placement.

Concrete pavement shall develop a flexural strength (modulus of rupture) of not less than 2.8 MPa 4-hours after completion of final finishing and shall also develop a modulus of rupture of not less than 4.1 MPa 28 days after completion of final finishing.

The modulus of rupture for the 4-hour shall be considered to be the average of the test results of 3 beam specimens determined by California Test 523.

The test specimen beams to be used for determining 4-hour and 28-day modulus of rupture shall be fabricated during construction of the trial slab. Beams fabricated for the 4-hour test shall be cured under the same conditions as the actual placement trial slabs and shall meet the same test requirements used for the pavement. Beams fabricated for the 28-day test shall be cured in accordance with California Test 523. Testing will be performed by the Engineer.

The test results of these beams will be the basis for accepting or rejecting the mix design.

Batching and placing of concrete which exceeds the mix design maximum time by +15 minutes, shall be cause for rejection of the material and shall be disposed of outside the highway right of way by the Contractor at Contractor's expense.

During placement of replacement pavement, the Contractor shall fabricate flexural strength beams in the first 25 cubic meters, in the final truckload and at least once in every 100 cubic meters (or part thereof) in between.

If more than one sample of replacement pavement fails to meet the 4-hour modulus of rupture of 2.8 MPa in succession, placement of replacement pavement shall be suspended. Before work may begin on the roadway again, the Contractor shall construct a new trial slab to demonstrate that the problem has been solved. Work on the roadway shall not begin until the Engineer has approved the changes.

Materials resulting from the construction of the trial slab, test specimens, and all rejected replacement pavement shall become property of the Contractor and shall be removed and disposed outside the highway right of way as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Prior to placing concrete, a 6-mm thick commercial quality polyethylene flexible foam expansion joint filler shall be placed across the original transverse joint faces and extend the full depth of the excavation with the top of the joint filler flush with the top of pavement. The joint filler shall be secured to the face of the existing pavement joint face by a method that will hold the joint filler in place during placement of concrete.

Concrete shall be spread, compacted, and shaped using stationary side forms in conformance with the provisions in Section 40-1.07, "Spreading, Compacting and Shaping," and Section 40-1.07A, "Stationary Side Form Construction," of the Standard Specifications, except as follows:

- A. The third paragraph in Section 40-1.07 shall not apply.
- B. Wood side forms not less than 38 mm thick may be used. Wood side forms shall conform to the provisions in Section 51-1.05, "Forms," of the Standard Specifications.
- C. The concrete may be spread, shaped, and compacted in conformance with the provisions in the last paragraph in Section 40-1.07A.
- D. The elevation of the completed pavement surface shall be such that water will not pond on either side of the longitudinal contact joint with the existing parallel concrete pavement.
- E. The new pavement surface at the longitudinal contact joint with the existing parallel concrete pavement shall conform as closely as possible to the elevation of the existing concrete pavement. A difference in elevation between the new pavement and the existing pavement shall be eliminated by finishing the new pavement within 0.3-m of the existing pavement by hand methods, adding or removing concrete as necessary.

The minimum depth of the saw cut for longitudinal joints and weakened plane joint shall be 44 mm. Weakened plane joints shall be constructed to match the spacing and skew of the existing transverse weakened plane joints in the adjacent concrete pavement. The exact time of sawing shall be the Contractor's responsibility, but in any event, the joints shall be sawed prior to opening the pavement to public traffic.

Spalls and raveling or tearing at sawed joints shall be repaired as provided in Section 40-1.08B(3).

Tests to determine the coefficient of friction of the final textured surface will be made only if the Engineer determines by visual inspection that the final texturing may not have produced a surface having the specified coefficient of friction.

Transverse and longitudinal straightedge requirements shall not apply to the pavement surface within 0.3-m of longitudinal contact joints with existing concrete pavement. Longitudinal straightedge requirements shall apply at transverse contact joints with existing concrete pavement and when the straightedge is placed with the midpoint coincident with the joints.

The surface of the concrete payement will not be profiled and the Profile Index requirements shall not apply.

TEMPORARY ROADWAY STRUCTURAL SECTION

A sufficient standby quantity, as determined by the Engineer, of asphalt concrete and aggregate base shall be provided at the project site for construction of a temporary roadway structural section where existing pavement is being replaced. The temporary structural section shall be maintained and later removed as a first order of work when the Contractor is able to construct and cure the new concrete pavement replacement within the prescribed time limit. The temporary structural section shall consist of 90-mm thick asphalt concrete over aggregate base.

The aggregate base for the temporary structural section shall be produced from commercial quality aggregates consisting of broken stone, crushed gravel or natural rough-surfaced gravel, and sand or any combination thereof. The grading of the aggregate base shall conform to the 19-mm Maximum grading specified in Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications.

The asphalt concrete for the temporary structural section shall be produced from commercial quality aggregates and asphalt binder. The grading of the aggregate shall conform to the 19-mm Maximum, Medium grading in Section 39-2.02, "Aggregate," of the Standard Specifications and the asphalt binder shall conform to the provisions for liquid asphalt SC-800 in Section 93, "Liquid Asphalts," of the Standard Specifications. The amount of asphalt binder to be mixed with the aggregate shall be approximately 0.3-percent less than the optimum bitumen content as determined by California Test 367.

Aggregate base and asphalt concrete for the temporary structural section shall be spread and compacted by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material and a surface of uniform smoothness, texture, and density. The aggregate base may be spread and compacted in one layer and the asphalt concrete may be spread and compacted in one layer. The finished surface of the asphalt concrete shall not vary more than 15 mm from the lower edge of a straightedge, $3.6 \text{ m} \pm 0.06\text{-m}$ long, placed parallel with the centerline and shall match the elevation of the existing concrete pavement along the joint between the existing pavement and temporary surfacing.

The material from the removed temporary structural section shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications except that removed aggregate base may be stockpiled at the project site and reused for construction of another temporary structural section. When no longer required, standby material or stockpiled material for construction of temporary structural sections shall be removed and disposed of outside the right of way in conformance with Section 7-1.13.

MEASUREMENT AND PAYMENT

Replace concrete pavement will be measured and paid for in the same manner specified for concrete pavement in Section 40-1.13, "Measurement," Section 40-1.14, "Payment," of the Standard Specifications, except that the provisions in Section 40-1.135, "Pavement Thickness," of the Standard Specifications shall not apply.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in trial slabs shall be considered as included in the contract price paid per cubic meter for replace concrete pavement and no separate payment will be made therefor.

Full compensation for removing and disposing of existing concrete pavement; furnishing and disposing of standby materials for construction of a temporary structural section; and constructing, maintaining, removing, and disposing of temporary structural sections shall be considered as included in the contract price paid per cubic meter for replace concrete pavement and no separate payment will be made therefor.

10-1.18 RAMP TERMINI

Ramp termini shall consist of removing existing concrete ramp termini or asphalt concrete pavement and underlying aggregate base or cement treated base and replacing the removed pavement and base with new concrete pavement or concrete pavement over lean concrete base and aggregate base as shown on the plans and in conformance with these special provisions.

The outline of the asphalt concrete or concrete ramp termini to be removed shall be cut on neat lines with a power-driven saw full depth before removing the surfacing. Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted. The finished surface of the remaining material shall not extend above the grade established by the Engineer. of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with aggregate base or concrete pavement.

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 2 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

Lean concrete base shall conform to the provisions in Section 28, "Lean Concrete Base," of the Standard Specifications.

At least one hour shall have elapse between the time of placing lean concrete base and placing concrete pavement.

Lean concrete base, shall be completely covered with a bond breaking material prior to placement of the pavement concrete. The bond breaker shall be either: 1) waterproof paper intended for use in curing cement concrete, 2) plastic film or sheeting not less than 0.15 mm in thickness, or 3) or other material approved by the Engineer which will not react adversely with the chemical constituents of the concrete or bond with the concrete. Waterproof paper and plastic film or sheeting, if used, shall be placed in a wrinkle-free manner and adjacent sheets shall be overlapped a nominal amount.

Existing asphalt pavement and underlying base material removed during a work period shall be replaced, in that same work period, with concrete pavement which shall be cured for at least 4 hours prior to the time the lane is to be opened to public traffic as designated in "Maintaining Traffic" of these special provisions.

Concrete pavement for ramp termini shall conform to the provisions in Replace Concrete Pavement of these special provisions.

Concrete for ramp termini will be measured and paid for as specified in replace concrete pavement.

Full compensation for removing and disposing of existing concrete ramp termini, asphalt concrete pavement, underlying aggregate base, cement treated base and roadway excavation shall be considered as included in the contract price paid per cubic meter for replace concrete pavement and no separate payment will be made therefor.

Lean concrete base will be measured and paid for as specified in Section 28, "Lean Concrete Base," of the Standard Specifications.

Aggregate base will be measured and paid for as specified in Section 26, "Aggregate Bases," of the Standard Specifications.

10-1.19 CONSTRUCT PAVEMENT TRANSITION TAPER

Pavement transition tapers, consisting of depressions constructed in existing portland cement concrete pavement and approach slabs, shall be constructed at the locations shown on the plans and in conformance with these special provisions.

Equipment that can produce a pavement transition taper as shown on the plans without damaging the concrete pavement and approach slabs to remain in place may be used.

Positive provisions shall be provided to contain flying particles of concrete, dust, or other debris during construction of tapers.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:40 (Vertical: Horizontal) or flatter to the level of the planed area.

Temporary asphalt concrete shall be commercial quality and may be spread and compacted by methods that produce a suitable temporary surface as determined by the Engineer. Temporary asphalt concrete shall be removed completely before placing the final layer of asphalt concrete.

Temporary asphalt concrete will not be measured or paid for.

Pavement transition tapers will be measured by the square meter from the dimensions shown on the plans or ordered by the Engineer.

The contract price paid per square meter for pavement transition taper shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing pavement transition tapers, including furnishing, placing, and removing temporary asphalt concrete as needed, complete in place, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

10-1.20 GRIND EXISTING CONCRETE PAVEMENT

Grinding existing concrete pavement shall conform to the provisions in Section 42-2, "Grinding," of the Standard Specifications and these special provisions.

Maximum grinding depth of existing concrete pavement shall be 6 mm.

Grinding replacement concrete pavement will be measured and paid for as grinding existing concrete pavement.

Removed residue from grinding existing concrete pavement shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside of the Highway Right of Way," of the Standard Specification.

There is no "'Materials Information" listing locations where grinding residue may be disposed of for this contract.

Residue from grinding existing concrete pavement shall be disposed of at a site chosen by the Contractor provided the Contractor has obtained approval from the California Regional Water Quality Control Board having jurisdiction over any required site. The Contractor shall deliver to the Engineer a copy of the approval or approvals not less than 5 working days prior to disposing any residue at the disposal site.

The Contractor shall provide to the Engineer a landfill receipt and weight ticket to verify that the material has been disposed of in a manner consistent with this section of these special provisions.

The drying or storing of wet residue within the project limits or elsewhere within the State right of way will not be permitted. The wet residue shall be transported to a suitable intermediate location obtained by the Contractor to dry the material. This off-site drying location shall be approved by the California Regional Water Quality Control Board. The Contractor shall deliver to the Engineer a copy of the approval or approvals from the California Regional Water Quality Control Board not less than 5 working days prior to beginning any portland cement concrete grinding. Dried residue material shall be disposed at a disposal site qualified to receive it.

The Contractor shall make all necessary arrangements for the disposal of the residue from the grinding of concrete pavement, including but not limited to the drying of the material, agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before performing the grinding of concrete pavement, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has made all arrangements required above.

Full compensation for conforming to the requirements of this section shall be considered as include in the contract price paid per square meter for grind existing concrete pavement and no separate payment will be made therefor.

10-1.21 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material shall conform to the requirements in State Specification 8010-19A.

At the option of the Contractor, permanent striping tape as specified in "Approved Traffic Products" of these special provisions, may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein, except that 3M, "Stamark" Series A320 Bisymetric Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of thermoplastic traffic stripes and pavement markings, the pavement tape will be measured and paid for by the meter as thermoplastic traffic stripe and by the square meter as thermoplastic pavement marking.

10-1.22 PAINT TRAFFIC STRIPE

Painted traffic stripes shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

200-mm wide stripe, will be measured as one traffic stripe.

10-1.23 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

Attention is directed to "Traffic Control System For Lane Closure" of these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the "Steel Wool Abrasion Procedure" specified for pavement markers placed in pavement recesses in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications.

SECTION 10-3. AUTOMATIC VEHICLE CLASSIFICATION STATION AND INDUCTIVE LOOP DETECTORS 10-3.01 DESCRIPTION

Automation vehicle classification (AVC) station and inductive loop detectors shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

10-3.02 CONDUIT

Detector termination conduits shall be Type 1.

10-3.03 CONDUCTORS AND WIRING

Splices shall be insulated by "Method B".

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

SCREENED TRANSMISSION CABLE

Screened transmission cable (STC) shall be RG-58C/U coaxial cable. Cable shall be rated for direct burial. Sufficient cable to reach the nearest pull box will be supplied with each Piezo-electric axle sensor.

Hot-melt rubberized asphalt sealant shall not be used in any saw cuts containing screened transmission cable.

Splices in screened transmission cable shall be made using the following procedures:

- 1. Strip outer jacket off transmission cable, being careful not to cut the braided shield.
- 2. Unbraid shield and neatly twisted together.
- 3. Strip core wires and crimp together using butt splices.
- 4. Fill butt splice with solder. Insulate using 3 half-lapped layers of vinyl electrical tape.
- 5. Crimp shield wires together using butt splice. Filled with solder. Insulated using 3 half-lapped layers of vinyl electrical tape.
 - 6. Overwrap entire splice with half-lapped layers of vinyl electrical tape.
- 7. Install 3M Scotchcast 82-F1 splice kit according to manufacturer's instructions. Other splice kits may be used with the approval of the Engineer.

10-3.04 DETECTORS

Loop detector lead-in cable shall be Type B.

Detector loop shall be Type E. For Type E detector loops, sides of the slot shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 40 mm. Slot width shall be a maximum of 20 mm. Loop wire for circular loops shall be Type 2. Depth of slots of circular loop shall not to exceed the depth of pavement as shown on the plans and shall be filled with -hot melt rubberized asphalt sealant.

The depth of loop sealant above the top of the uppermost loop wire in the sawed slots shall be as shown on the plans. The saw cut depth shall have a maximum as shown in the plans.

Slots in portland cement concrete shall be filled with hot-melt rubberized asphalt sealant, or shall be filled with an epoxy sealant conforming to the provisions in Section 95-2.09, "Epoxy Sealant for Inductive Loops (State Specification 8040-06)," of the Standard Specifications.

10-3.05 STATE FURNISHED PIEZO-ELECTRIC AXLE SENSORS

Piezo-electric axle sensors (without installation plates) and epoxy grout (for installation of axle sensors only) will be State-furnished at the work site as provided under "Materials" of these special provisions.

The Contractor shall notify the Engineer at least 10 working days before he intends to install the axle sensors.

10-3.06 PAYMENT

The contract unit price paid for inductive loop detector shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved for inductive loop detector, complete in place, including detector termination conduits, splicing conductors, identifying and tagging existing detector loop cable in the controller cabinet, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract lump sum price paid for modify automatic vehicle classification station shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in modifying automatic vehicle classification station, including installing conduits, conductors, inductive loop detectors, piezo-electric axle sensors and screened transmission cable, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 11. (BLANK) SECTION 12. (BLANK) SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

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- - a. Profit and loss sharing.

question 6.).

- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by

title	Control of and participation in this contract. Identify by name, race, sex, and itles) who are responsible for day-to-day management and policy decision makes with prime responsibility for:	
a.	a. Financial decisions	
b.		
	(1) Estimating	
	(2). Marketing and sales	
	(3). Hiring and firing of management personnel	
	(4) Purchasing of major items or supplies	
c.	e. Supervision of field operations	
this regulation	.—If, after filing this Schedule B and before the completion of the joint ventuation, there is any significant change in the information submitted, the joint verthrough the prime contractor if the joint venture is a subcontractor.	
	Affidavit	
identify and undertaking regarding a arrangement joint venture material mis	undersigned swear that the foregoing statements are correct and include a nd explain the terms and operation of our joint venture and the intended parting. Further, the undersigned covenant and agree to provide to grantee current actual joint venture work and the payment therefor and any proposed cents and to permit the audit and examination of the books, records and files current relevant to the joint venture, by authorized representatives of the grantee misrepresentation will be grounds for terminating any contract which may be at State laws concerning false statements."	cipation by each joint venturer in the t, complete and accurate information hanges in any of the joint venture of the joint venture, or those of each or the Federal funding agency. Any
Na	Name of Firm Name o	f Firm
Sig	Signature Signatu	re
Na	Name Name	
Titi	Γitle Title	
Dat	Date Date	

Date	
State of	
County of	
On this day of, 19, before me appeared (Name) who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was prop firm) to execute the affidavit and did so as his or her free	erly authorized by (Name of
Notary Public	
Commission expires	
[Seal]	
Date	
State of	
County of	
On this day of, 19, before me appeared (Name) who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was proper firm) to execute the affidavit and did so as his or her free act at	perly authorized by (Name of
Notary Public	
Commission expires	
[Seal]	

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4, and 7; Section V, paragraphs 1 and 2a through 2g.

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- 6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall

include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this
 contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the

applicable wage rate on the wage determination for the work actually performed.

- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or

part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing

- apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph
 - 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a
 greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty
 items designated by the State. Specialty items may be performed by subcontract and the amount of any such
 specialty items performed may be deducted from the total original contract price before computing the amount of
 work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	Redding, CA:	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
175	Eureka, CA	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	San Francisco-Oakland-San Jose, CA:	
	SMSA Counties:	20.0
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey. 7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	23.0
	7400 San Jose, CA	19.6
	CA Santa Clara.	17.0
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	Sacramento, CA:	
	SMSA Counties:	161
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo. Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA	14.5
	Sutter; CA Yuba.	
178	Stockton-Modesto, CA:	
-	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	4.5.
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	

		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	Los Angeles, CA:	
100	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	11.7
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 4. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the

project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.